

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W802Y970673221		PAGE 1 OF 107						
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912HQ-07-R-0002						
7. FOR SOLICITATION INFORMATION CALL:		a. NAME LATANYA E JOHNSON			b. TELEPHONE NUMBER (No Collect Calls) 703-428-6318		6. SOLICITATION ISSUE DATE 08-Jun-2007					
9. ISSUED BY USACE, HUMPHREYS ENGR CTR SPT ACTIVITY ATTN: CEHEC-CT, 7701 TELEGRAPH ROAD ALEXANDRIA VA 22315-3660 TEL: FAX:		CODE W912HQ		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 561612 SIZE STANDARD: \$17.0		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS				
						13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>						
						13b. RATING						
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP						
15. DELIVER TO HECSA - SAF, SEC & OCUP HEALTH KAREN JONES HUMPHREYS ENG CTR SPT ACT 7701 TELEGRAPH ALEXANDRIA VA 22315-3860 TEL: FAX:		CODE W2D0000		16. ADMINISTERED BY CODE								
17a. CONTRACTOR/OFFEROR TEL.		CODE		18a. PAYMENT WILL BE MADE BY CODE								
		FACILITY CODE										
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM								
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		SEE SCHEDULE										
25. ACCOUNTING AND APPROPRIATION DATA								26. TOTAL AWARD AMOUNT (For Govt. Use Only)				
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED												
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>4</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:						
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				31c. DATE SIGNED		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED			31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:						

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

PAGE 2 OF 107

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
37. CHECK NUMBER					
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY <i>(Print)</i>			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>		42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	BASE YEAR FFP SECURITY GUARD SERVICES FOB: Destination PURCHASE REQUEST NUMBER: W802Y970673221				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	HEC GUARD HOUSE SERVICE FFP FOB: Destination PURCHASE REQUEST NUMBER: W802Y970673221	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	KINGMAN BUILDING GUARD SERVICES FFP FOB: Destination PURCHASE REQUEST NUMBER: W802Y970673221	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	SPO BUILDING GUARD SERVICES FFP FOB: Destination PURCHASE REQUEST NUMBER: W802Y970673221	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	ADDITIONAL SECURITY GUARD SERVICES FFP FOB: Destination PURCHASE REQUEST NUMBER: W802Y970673221	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	CONTRACTOR MANPOWER REPORTING FFP FOB: Destination				
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				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	OPTION YEAR 1 FFP SECURITY GUARD SERVICES FOB: Destination PURCHASE REQUEST NUMBER: W802Y970673221				
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				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	HEC GUARD HOUSE SERVICE FFP FOB: Destination PURCHASE REQUEST NUMBER: W802Y970673221	12	Months		
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				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	KINGMAN BUILDING GUARD SERVICES FFP FOB: Destination PURCHASE REQUEST NUMBER: W802Y970673221	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC	SPO BUILDING GUARD SERVICES FFP FOB: Destination PURCHASE REQUEST NUMBER: W802Y970673221	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD	ADDITIONAL SECURITY GUARD SERVICES FFP FOB: Destination PURCHASE REQUEST NUMBER: W802Y970673221	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AE	CONTRACTOR MANPOWER REPORTING FFP FOB: Destination				
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				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	OPTION YEAR 2 FFP SECURITY GUARD SERVICES FOB: Destination PURCHASE REQUEST NUMBER: W802Y970673221				
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				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA	HEC GUARD HOUSE SERVICE FFP FOB: Destination PURCHASE REQUEST NUMBER: W802Y970673221	12	Months		
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				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB	KINGMAN BUILDING GUARD SERVICES FFP FOB: Destination PURCHASE REQUEST NUMBER: W802Y970673221	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC	SPO BUILDING GUARD SERVICES FFP FOB: Destination PURCHASE REQUEST NUMBER: W802Y970673221	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AD	ADDITIONAL SECURITY GUARD SERVICES FFP FOB: Destination PURCHASE REQUEST NUMBER: W802Y970673221	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AE	CONTRACTOR MANPOWER REPORTING FFP FOB: Destination				
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				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	OPTION YEAR 3 FFP SECURITY GUARD SERVICES FOB: Destination PURCHASE REQUEST NUMBER: W802Y970673221				
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				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA	HEC GUARD HOUSE SERVICE FFP FOB: Destination PURCHASE REQUEST NUMBER: W802Y970673221	12	Months		
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				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB	KINGMAN BUILDING GUARD SERVICES FFP FOB: Destination PURCHASE REQUEST NUMBER: W802Y970673221	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC	SPO BUILDING GUARD SERVICES FFP FOB: Destination PURCHASE REQUEST NUMBER: W802Y970673221	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AD	ADDITIONAL SECURITY GUARD SERVICES FFP FOB: Destination PURCHASE REQUEST NUMBER: W802Y970673221	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AE	CONTRACTOR MANPOWER REPORTING FFP FOB: Destination				
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				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	OPTION YEAR 4 FFP SECURITY GUARD SERVICES FOB: Destination PURCHASE REQUEST NUMBER: W802Y970673221				
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				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA	HEC GUARD HOUSE SERVICE FFP FOB: Destination PURCHASE REQUEST NUMBER: W802Y970673221	12	Months		
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				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB	KINGMAN BUILDING GUARD SERVICES FFP FOB: Destination PURCHASE REQUEST NUMBER: W802Y970673221	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AC	SPO BUILDING GUARD SERVICES FFP FOB: Destination PURCHASE REQUEST NUMBER: W802Y970673221	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AD	ADDITIONAL SECURITY GUARD SERVICES FFP FOB: Destination PURCHASE REQUEST NUMBER: W802Y970673221	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AE	CONTRACTOR MANPOWER REPORTING FFP FOB: Destination				

NET AMT

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0001AA	1 yr. ADC	12	HECSA - SAF, SEC & OCUP HEALTH KAREN JONES HUMPHREYS ENG CTR SPT ACT 7701 TELEGRAPH ALEXANDRIA VA 22315-3860 FOB: Destination	W2D0000
0001AB	1 yr. ADC	12	(SAME AS PREVIOUS LOCATION) FOB: Destination	W2D0000
0001AC	1 yr. ADC	12	(SAME AS PREVIOUS LOCATION) FOB: Destination	W2D0000
0001AD	1 yr. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W2D0000
0001AE	12 mths. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	W2D0000

HUMPHREYS ENGINEER CENTER

PERFORMANCE WORK STATEMENT

C.1 **GENERAL INTENTION**. Humphreys Engineer Center (HEC) is a US Army Corps of Engineers complex at 7701 Telegraph Road in Alexandria, Virginia. HEC encompasses approximately 583 acres of fenced land on which is located a number of office and research buildings. One area within the center, Building 2592, is secured by Federal Law Enforcement employees and is not included in this contract. HEC also provides rooms/areas to support Conferences for groups not working at the center.

C.2 **GENERAL REQUIREMENTS**. The Contractor must furnish all labor, supervision, materials, equipment, transportation, and management necessary to provide guard services in accordance with the requirements specified herein.

a. **Work Included**. The Contractor must provide the following services.

(1) Deter and report unauthorized personnel or vehicular entry into areas designated by the activity commander or his/her designated representative.

(2) Deter and report the damage, pilferage, removal, secreting, misappropriation, misuse, larceny, theft, or other improper or unlawful threats to, or disposition of, Government or personal property or acts of espionage, sabotage, or wrongful destruction within the designated area(s).

(3) Endeavor to prevent the occurrence of fires, explosions, collapses, and other catastrophes. In such an event, the Contractor must summon appropriate response forces and then notify Government personnel as identified in the approved Contractor's SOP; assist in minimizing the effects thereof; and assist in restoring the area to a safe condition.

(4) Safeguard personnel, deter the commission of crimes against persons, summon appropriate response forces, and assist those response forces as required.

(5) Deter and report violations of HEC regulations, and enforce parking regulations, to the Contracting Officer Representative.

(6) Provide proper documentation and electronic reports of all incidents and investigations.

(7) Provide an on-call contingent of accepted guard force personnel to quickly and decisively back up any Contractor employee confronted with a situation requiring additional personnel.

(8) Provide additional accepted guard force personnel for special details/events.

(9) Receive, receipt, and secure prohibited personal property as well as lost and found articles pending transfer to HEC Security Officer for appropriate disposition.

(10) Receive, secure, issue, and account for all keys issued to the Contractor or placed under the Contractor's control.

(11) Provide fixed post guards and roving patrol(s).

(12) Provide escorts for visitors or materials when required.

(13) Provide intrusion alarm monitoring.

(14) Provide emergency assistance to Fort Belvoir Police, as required.

b. Standard Operating Procedures (SOP). The Contractor must develop and maintain SOP's. A draft copy of SOP's must be submitted with the offeror's proposal for review. The completed SOP's must be submitted with 14 days after contract award to be accepted by the Contracting Officer Representative. A detailed review of the SOP must be provided as part of each employee's initial training, and each time the SOP is modified. No employee must be assigned to duty unless he/she is thoroughly knowledgeable of and understands the SOP. The SOP will be reviewed and modified semi-annually.

C.3 DEFINITIONS – TECHNICAL. As used throughout this contract, the following terms must have the meaning set forth below. Additional definitions are in the "DEFINITIONS" clause in Section I.

a. Accepted Guard Force Personnel. Those personnel meeting all uniform, appearance, standards of conduct, security, and training requirements.

b. Contractor Representative. A manager, foreman or superintendent assigned by the Contractor as the primary point of contact with the Contracting Officer.

c. On-Site Supervisor (OSS). The Contractor's on-site supervisor in charge of work under this contract shall provide the management, supervision, planning, scheduling, coordinating, and training to insure that all orders are being carried out and that the security guard force is familiar with their required duties. The supervisor shall receive and implement all orders or instructions from the Contracting Officer Representative which affect the operation of the guard force.

d. Post. A station or task to which guards are assigned.

e. Government Quality Assurance (QA). Various functions, including inspection, performed by the Government to determine whether a contractor has fulfilled the contract obligations pertaining to quality and quantity.

f. Quality Assurance Evaluator (QAE). The Government employee responsible for the daily monitoring of Contractor performance.

g. Quality Control (QC). A method used by the Contractor to ensure that the quality of goods and services produced comply with contract requirements.

h. Regular Working Hours. The Government's regular (normal) working hours is from 0600 to 1800, Monday through Friday except (a) federal holidays and (b) other days specifically designated by the Contracting Officer.

i. Response Time. Response time is defined as the time allowed the Contractor after initial notification of a work requirement to be physically on the premises at the work site with appropriate equipment and materials, ready to perform the work required.

C.4 **CONTRACTOR FURNISHED ITEMS**. The Contractor must provide all items for the performance of the contract with the exception of the following, which will be provided by the Government.

a. Computer. A complete system to include a printer, at the main security desk located in Building 2593 (Kingman Building). This computer will access current email, spreadsheet and word processing programs to provide the Contractor with an electronic communications capability to provide reports, develop work schedules and provide guidelines for Contractor employees.

b. Furniture. Guard stations, desks and chairs as necessary.

c. Telephone. One at each fixed guard station.

d. Camera Surveillance and Alarm Systems.

e. Miscellaneous Items. Traffic cones, parking signs, extension cords, etc.

C.5 **MANAGEMENT**. The Contractor must manage the total work effort associated with the guard services required herein to assure fully adequate and timely completion of these services. Such management includes, but is not limited to, planning, scheduling, report preparation, establishing and maintaining records, and quality control.

a. Initial Work Schedule. Within 15 calendar days after award, the Contractor must submit to the Contracting Officer Representative, a general schedule of planned performance of work for the contract period. The Schedule must indicate the day or days of the week that weekly or more frequent services will be accomplished, the week of the month that items of less than weekly frequency will be accomplished, the location to receive services, and the services to be accomplished.

b. Monthly Work Schedule. The Contractor's monthly work schedule must indicate the specific hours of the day each post will be manned, including the number of personnel per post. Other known requirements, such as scheduled escort services, scheduled courier services, and scheduled fire/evacuation drills must also be shown on the schedule. Copies of the monthly work schedule must be provided to the Contracting Officer Representative prior to the first day of the month. Proposed changes to the monthly work schedule must be submitted to the Contracting Officer Representative at least 72 hours prior to the start of the period in question.

c. Records and Reports. The Contractor must electronically prepare and maintain records and daily reports. The daily report must be emailed to the Contracting Officer Representative, daily. From

time to time the Contractor's employees may be required to make written and oral statements to investigative services. Any written statements provided must be considered a report under the terms of the contract. All records and copies of reports must be turned over to the Contracting Officer Representative within five calendar days after completion.

C.6 SUPERVISION. The Contractor must provide adequate on-site supervision of employees for 8 continuous hours, between the hours of 0800 to 1600, Monday through Friday. This excludes federal holidays. The on-site supervisor must ensure that each post is manned as required, that employees are properly uniformed and present a neat appearance, and that each employee is familiar with their post and duties.

a. Availability of Supervisor. The Contractor's supervisory personnel in charge of work under this contract must be available at all times to receive and implement orders or special instructions from the Contracting Officer Representative concerning matters which affect the operation, protection and/or security of assigned areas.

b. Duties of On-Site Supervisor. The Contractor's On-Site Supervisor must not hold the position of an on-duty guard during his tour of duty, except in emergencies. In emergencies, the on-site supervisor may man a guard post for no more than three hours in any consecutive eight-hour period.

C.7 STANDARDS OF CONDUCT. The Contractor must maintain satisfactory standards of employee competency, conduct, appearance, and integrity, and for taking such disciplinary action against his/her employees as may be necessary. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer and the U.S. Army Corps of Engineers. The Government reserves the right to direct the Contractor to remove an employee from the work site for failure to comply with the standards of conduct. The Contractor must initiate immediate action to replace such an employee to maintain continuity of services at no additional cost to the Government.

a. Appearance. The Government requires a favorable image and considers it to be a major asset of a protective force. The employee's attitude, courtesy, and job knowledge are influential in creating a favorable image.

b. Neglect of Duties. Neglect of duties must not be condoned. This includes sleeping on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours, and refusing to render assistance or cooperate in upholding the integrity of the work site security.

c. Disorderly Conduct. Use of abusive or offensive language, quarreling, and intimidation by words, actions, or fighting must not be condoned. Also included is participation in disruptive activities, which interfere with normal and efficient Government operations.

d. Intoxicants. The Contractor must not allow any employee (while on duty) to possess, sell, consume, or be under the influence of intoxicants, drugs, or substances, which produce similar effects.

e. Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include, but are not limited to, the following:

(1) Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records.

(2) Unauthorized use of Government property, theft, vandalism, or immoral conduct.

(3) Unethical or improper use of official authority or credentials.

(4) Misuse of weapons.

(5) Security violations.

C.8 UNIFORMS. While on duty, all guard force personnel must wear a complete uniform of the type prescribed below so that a favorable public image is presented. Shoes must be shined and all items of clothing must fit well and be clean, neat, and pressed, if appropriate. The uniform's color(s) must be the same as that in general use by large guard or police organizations in the United States. All employees must wear the same color and style of uniform. Shoulder patches with Contractor identification and not larger than 4 ½ inches by 4 ½ inches are allowed to be worn on the uniform's left shoulder. Each employee must be issued a uniform by the Contractor to include the following items:

Shirt, trousers, cap, jacket (in winter), flashlight and batteries (producing light equal to or greater than a flashlight with 2 "D" cell batteries), inclement weather protection (as needed), whistle, safety shoes and hardhats that meet ANSI 289.1-1969, holster including safety strap (cross-draw and swivel holsters are not authorized), holster belt with or without shoulder support strap, ammunition pouch, any required or authorized uniform patches, insignias, reflectorized vests, and gloves.

C.9 COMMUNICATIONS. The Contractor must furnish all necessary multi-channel radio transceiver communications equipment. The Contractor's base station and/or shift supervisors may contact each on duty employee within 10 minutes. The Contractor must comply with appropriate Federal Regulations to obtain all necessary frequencies and permits for equipment operation. The exact guard force frequency(ies) must be approved by the Contracting Officer Representative prior to operation to prevent interference with Government operations. A minimum of 7 hand-held radios and supporting accessories (batteries, chargers, etc.) must be maintained in operational condition. In no event must "Citizens Band" frequencies be used.

C.10 VEHICLES. The Contractor must provide all vehicles necessary for the performance of this contract. All vehicles must be kept in a safe operating condition at all times with a valid state safety inspection sticker attached. The Contractor must provide all fuel, oil, lubricants, and maintenance. Two-wheeled or golf cart type may be used only with the Contracting Officer's approval. All vehicle repairs must be done off Government property, except for minor work such as changing a flat tire, battery, etc.

C.11 AUTHORIZED FIREARMS. The Contractor must provide firearms and ammunition for all guards. Only 9 MM Semi-Automatic side arms are allowed to be carried by the guards, while on duty. All side arms must be inspected, cleaned and oiled monthly.

C.12 **KEY/COMBINATION CONTROL.** The Contractor must receive, secure, issue, and account for all keys or combinations issued for access to buildings, offices, equipment, gates, etc. for the purposes of this contract. Prior to starting work, the Contractor must sign a receipt for all keys/combinations issued by the Government. The Contractor must maintain records, to be made available to the Government representative upon request, that show how many keys are in existence, in whose possession they are, and who has knowledge of and/or access to combinations. Keys must not be duplicated without the Contracting Officer Representative's approval.

C.13 **PERSONNEL REQUIREMENTS.**

a. **Authority and Jurisdiction.** Authority of Contractor personnel to detain and/or make arrests must be that of private citizens as defined by the laws of the state(s) in which performance takes place; and each member of the guard force must be under a duty by virtue of his/her employment under this contract to exercise that authority in the manner directed by this contract.

b. **Employment Suitability and Qualifications.** Prior to assignment to the Contractor's guard force, an individual must meet the following suitability criteria, also provide Contracting Officer Representative with copies for all employees.

(1) **Education.** Possess a high school diploma or equivalent, or pass an equivalent performance examination designed to measure basic job-related mathematical, language, and reasoning skills. Possess the knowledge and ability to perform all required guard service duties. Must be able to read, write, and speak English.

(2) **Felony Convictions.** All Contractors employees will not have any felony convictions and no other convictions that reflect on the individual's reliability.

(3) **Age.** Must be at least 21 years of age.

(4) **Citizenship.** Be a citizen of the United States.

(5) **Physical Qualifications.** Each guard must pass a physical examination given by a licensed physician or health care professional prior to assignment and yearly thereafter. A copy of a written certification from the examining physician that the employee meets the following physical qualifications must be provided to the Contracting Officer Representative following each examination. The following physical requirements apply for all guard force personnel:

(a) *Vision.*

1. Distant visual acuity in each eye must be correctable to 20/30 (Snellen or equivalent) in the better eye and 20/40 in the other eye with eyeglasses or contact lenses. If uncorrected distance vision is not at least 20/40 in the better eye, the individual must carry an extra pair of corrective lenses. Near visual acuity, corrected or uncorrected, must be at least 20/40 in the better eye. Field of vision must be at least 70 horizontal meridian in each eye. The ability to distinguish red, green, and yellow colors is required. Loss of vision in one eye is disqualifying. Glaucoma must be disqualifying unless controlled by acceptable medical or surgical means, provided such medications, as may be used for

controlling glaucoma do not cause undesirable side effects which adversely affect the individual's ability to perform assigned security job duties, and provided the visual requirements stated above are met. On-the-job evaluation must be used for individuals who exhibit a mild color vision defect.

2. Where corrective eyeglasses are required, they must be of the safety glass type.

3. The use of corrective eyeglasses or contact lenses must not interfere with an individual's ability to effectively perform assigned security job duties during normal or emergency operations.

(b) *Hearing.*

1. Individuals must have no hearing loss in the better ear greater than 30 decibels average at 500 Hz, 1000 Hz, and 2000 Hz, with no level greater than 40 decibels at any one frequency (by ISO 389 "Standard Reference Zero for the Calibration of Purtone Audiometer" (1975) or ANSI S3.6-1969 (r. 1973) "Specifications for Audiometers").

2. A hearing aid is acceptable provided suitable testing procedures demonstrate auditory acuity equivalent to the above stated requirement.

3. The use of a hearing aid must not decrease the effective performance of the individuals assigned guard duties during normal or emergency operations.

(c) *Physical Condition.* Each guard services employee must be in good physical condition, are able to protect themselves and others, and withstand sudden emotional stress and physical exertion in apprehension of suspects and violators. Pursuit may be on foot, requiring running, jumping, climbing, and/or crawling, followed by physical contact to overpower the violator as necessary. Proof of physical fitness test.

(d) *Diseases.* Individuals must have no established medical history or medical diagnosis of epilepsy or diabetes, or, where such a condition exists, the individual must provide medical evidence that the condition can be controlled with proper medication so that the individual will not lapse into a coma or unconscious state while performing assigned guard service duties.

(e) *Addiction.* Individuals must have no established medical history or medical diagnosis of habitual alcoholism or drug addiction, or, where such a condition has existed, the individual must provide certified documentation of having completed a rehabilitation program which would give a reasonable degree of confidence that the individual would be capable of performing assigned guard service duties.

(f) *Other Physical Requirements.* An individual who has been incapacitated due to serious illness, injury, disease, or operation, which could interfere with the effective performance of assigned guard services duties, must, prior to resumption of such duties, provide medical evidence of recovery and ability to perform such duties.

c. Initial Training. The Contractor must, within thirty (30) days following assignment of each employee to duty, certify to the Contracting Officer Representative that each has completed the following basic training:

- (1) General orientation on conduct and attitude on and toward the job.
- (2) Functions of the protection force and specifically the protection of the location stated herein.
- (3) Specific duties of the individual, including sufficient breaking-in training.
- (4) Guard orders – general and special.
- (5) Authority of the individual guard.
- (6) Employee and public relations.
- (7) Traffic control.
- (8) Report writing.
- (9) Discipline.
- (10) Antiterrorism and Force Protection Training.

d. Firearms Proficiency Training and Qualification. Each member of the guard force must carry a weapon and must be trained and qualified. No member of the guard force must bear a firearm on board the activity or be assigned to an armed post until a written certification of qualification has been provided to the Contracting Officer Representative and the guard has successfully completed training in the use of deadly force.

e. Lack of Training. If the Contracting Officer Representative determines Contractor employees do not possess required initial training or firearms proficiency training and qualifications, or if employees fail to successfully complete firearms sustainment training, annual re-qualification, the Contracting Officer Representative will recommend to the Contracting Officer that the Contractor immediately removes such employees from duty and provides qualified replacements at no additional cost to the Government.

f. Firearms Licensing and Permits. The Contractor must ensure each member of the guard force required to carry a firearm complies with all current state and local firearm suitability, licensing, and permit requirement, including the following:

(1) **Firearms Permits**. Except where precluded by local law or ordinance, the Contractor must:

- (a) Obtain a permit for each guard required to carry a firearm.

- (b) Maintain on file a current firearm permit for each guard.

A copy of each guard's permit must be provided to the Contracting Officer Representative at least three working days prior to the anticipated assignment date of any individual. All guards must carry their permit on their person while on duty. The Contracting Officer Representative must be immediately notified should such permits be terminated, revoked, or suspended at any time and the guard(s) affected must be immediately removed from the work site.

(2) **Bonds.** The Contractor must provide all official bonds required, and pay all fees or costs involved or related to the authorization for the arming of all employees engaged in providing services specified under this contract.

g. Employment of Government Personnel. Unless approved in writing by the HECSA Ethics Official, the Contractor must not employ for the purposes of this contract any civilian or active duty military person currently employed by the Government at this activity or any of its tenant activities.

h. Continuous Employee Observation/Evaluation. The Contractor must arrange for continuous supervisory observation and evaluation of all guard force personnel, and take appropriate corrective measures for all indications of emotional instability noted in the course of performing assigned guard services duties.

C.14 **PERSONNEL SECURITY CLEARANCE REQUIREMENTS.** All Contractor employees assigned to perform guard services under this PWS must pass a favorable National Agency Check. The Contractor must submit a completed DD2249 (DOD Building Pass Application) for each security guard assigned by this PWS and submit to the HECSA Security Office for processing. The DD2249 will be supplied by the Contracting Officer Representative. The security guard may be granted an interim guard status by the Contracting Officer Representative until such time as the National Agency Check is completed.

C.15 **POSTS, MAN-HOURS AND MISCELLANEOUS REQUIREMENTS.** The Contractor must man the following posts and furnish the man-hours, and perform the miscellaneous services indicated below:

- a. Posts.

- (1) One, 8-hour *on-site supervisor stationary post* in building 2593 (Kingman Building), 5 days a week (Monday – Friday) excluding holidays.

- (2) One, 24-hour *stationary post* in building 2593 (Kingman Building), 7 days a week.

- (3) One, 8 –hour stationary/roving post in building 2593(Kingman building), 5 days a week (Monday – Friday) excluding holidays.

- (4) Two, 24-hour *stationary posts* at Guard Building at entrance to Humphreys Engineer Center, 7 days a week.

b. Man-Hours.

(1) On-site supervisor, *8 hour shift* - will be available to work varying hours, between 0800 and 1600 hours, Monday through Friday excluding holidays.

(2) Building 2593 (Kingman Building), *first, second, and third shifts* – one guard per shift, 7 days per week including holidays.

(a) First Shift: 0001 – 0800

(b) Second Shift: 0800 – 1600

(c) Third Shift: 1600 – 2400

(3) Guard building at entrance to HEC, *first, second, and third shifts*, two guards per shift, 7 days per week including holidays.

(a) First Shift: 0001 – 0800

(b) Second Shift: 0800 – 1600

(c) Third Shift: 1600 – 2400

c. Miscellaneous Services.

(1) The Contractor must have available a sufficient number of employees to provide the necessary service. Since all guards on duty are required to be alert and ready for any contingency, they must receive ample rest and sleep before and after duty. Normally their tour of duty will not exceed eight (8) hours, but during period of emergency, the tour of duty may be lengthened only upon written approval of Contracting Officer Representative. Tours of duty in excess of sixteen (16) consecutive hours are not allowed.

(2) The Contractor must also have available sufficient reserve manpower to provide any replacement necessitated by employee absenteeism or scheduled time off. The Contractor will also have available sufficient reserve manpower to provide additional guards as required per this contract.

(3) The on-site supervisor must be the direct point of contact between the Contracting Officer Representative and the Contractor.

(4) The Contractor must also have available sufficient reserve manpower to provide any replacement necessitated by employee absenteeism or scheduled time off. The Contractor will also have available sufficient reserve manpower to provide additional guards as required per this contract.

(5) The Contractor must raise and lower the United States Flag (and other flags as authorized) at the locations and times indicated in the SOP. No deviations are permitted unless authorized. (Verbal authorizations must be recorded in the daily logbook.)

(6) The Contractor must monitor the security alarm systems located in Building 2593 continuously.

(7) **Complaints.** The Contractor must receive complaints from any person concerning security, safety, or law enforcement within the Government's jurisdiction. Such complaints must be promptly reported to the Contracting Officer Representative, Security Officer or Security Police for resolution and disposition. The Contractor must endeavor to deter crimes against persons without waiting for a specific complaint, while immediately notifying the Security Police.

(8) **Traffic Accidents.** The Contractor must immediately notify the Security Police of accidents, and must assist, as required, in redirecting traffic, placing warning flares, and other safety protective actions identified in the SOP.

(9) **Gate/Building Openings.** The Contractor must open and close gate(s) and building(s) within 15 minutes of the scheduled time as specified in the SOP. Locked gates or buildings must be opened within 30 minutes in response to an authorized request at any time. The Contractor must maintain a record of all nonscheduled gate/building openings.

(10) **Emergency Pop Up Barriers.** Must be tested weekly, and logged when and who performed the test.

C.16 **GENERAL ADMINISTRATIVE REQUIREMENTS.**

a. Regulations. The Contractor and his/her employees must become acquainted with and obey all applicable Government regulations.

b. Fire Protection. The Contractor and his/her employees must know where fire alarms are located and how to turn them on. The Contractor must handle and store all combustible supplies, materials, waste and trash in a manner that prevents fire or hazards to persons, facilities, and materials.

c. Safety Requirements and Reports.

(1) Prior to commencing work, the Contractor must submit an accident prevention plan to the Contracting Officer.

(2) The Contractor's workspace may be inspected periodically by the Contracting Officer Representative. The Contractor must provide assistance to the Safety Office and the federal or state OSHA inspector if a complaint is filed. Any fines levied on the Contractor by federal or state OSHA offices due to safety/health violations must be paid promptly.

(3) The Contractor must report to the Contracting Officer Representative, in the manner and on the forms prescribed by the Government, exposure data and all accidents resulting in death, trauma, or occupational disease. All accidents must be reported to the Contracting Officer Representative within 24 hours of their occurrence.

(4) The Contractor must submit to the Contracting Officer Representative a full report of damage to Government property and/or equipment by Contractor employees. All damage reports must be submitted to the Contracting Officer Representative within 24 hours of the occurrence.

(5) Only emergency medical care is available in Government facilities to Contractor employees who suffer on-the-job injury or disease. Care will be rendered at the rates in effect at the time of treatment. The Contractor must make reimbursement.

d. Security Requirements.

(1) The Contractor must comply with all activity security requirements. Upon request, the Contractor must submit the name and address of each employee hired for work on this contract and must cause to be filled out questionnaires and other forms as may be required for security.

(2) Neither the Contractor nor any of its employees must disclose or cause to be disseminated any information concerning the operations of the activity which could result in or increase the likelihood of the possibility of a breach of the activity's security or interrupt the continuity of its operations.

(3) Disclosure of information relating to the services hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to the Contractor or any person under his/her control in connection with work under this contract, may subject the Contractor, his/her agents or employees to criminal liability under 18 U.S.C., Sections 793 and 798.

(4) All inquiries, comments or complaints arising from any matter observed, experienced, or learned as a result of or in connection with the performance of this contract, the resolution of which may require the dissemination of official information must be directed to the HECSA Security Officer or the Contracting Officer Representative.

(5) Deviations from or violations of any of the provisions of this paragraph will, in addition to all other criminal and civil remedies, provided by law subject the Contractor to immediate termination for default and/or the individuals involved to a withdrawal of the Government's acceptance and approval of employment.

e. Passes and Badges. All Contractor employees must obtain the required employee and vehicle passes. The Contractor must, prior to the start of the contract, submit to the Contracting Officer Representative an estimate of the number of personnel expected to be utilized at any one time on the contract. The Government will issue badges without charge. Each employee must wear the Government issued badge over the front of the outer clothing. When an employee leaves the Contractor's service, the employee's pass and badge must be returned within 5 working days.

f. Access to Buildings.

(1) It is the Contractor's responsibility, through the Contracting Officer Representative, to obtain access to buildings and facilities and arrange for them to be opened and closed.

(2) Keys may be issued to the Contractor; however, it must be the Contractor's responsibility to arrange for adequate security of the buildings and facilities at the end of each workday.

(3) The Contractor must be responsible for the cost of replacing any keys that are furnished to and lost by his/her employees. If the Contracting Officer Representative decides that a lock must be replaced because of the loss of a key by the Contractor's employees, the Contractor must pay the cost of that replacement. Similarly, the Contractor must pay the cost of changing a combination if the Contracting Officer Representative has reasonable cause to believe that the combination has been compromised.

g. Identification of Contractor Employees.

(1) The Contractor must provide to the Contracting Officer the name or names of the responsible supervisory person or persons authorized to act for the Contractor.

(2) The Contractor must remove from the site any individual whose continued employment is deemed by the Contracting Officer to be contrary to the public interest or inconsistent with the best interests of National Security.

(3) All Contractor/Subcontractor employees working under this contract must be identified by a distinctive nameplate, emblem, or patch attached in a prominent place on an outer garment. Employee identification must not be substituted for station required passes or badges.

h. Permits. The Contractor must, without additional expense to the Government, obtain all appointments, licenses, and permits required for the prosecution of the work. The Contractor must comply with all applicable federal, state, and local laws. Evidence of such permits and licenses must be provided to the Contracting Officer Representative before work commences.

i. Quality Control: The Contractor will submit a plan, outlining their quality control system. This plan will state how the contractor intends to implement his quality control procedures to control the performance of the requirements of this contract. The contractor will be responsible for initially validating customer complaints and reporting them to the COR(s), who will then take further action on the matter.

j. Quality Assurance: The Government will evaluate the contractor's performance in accordance with the Quality Assurance Surveillance Plan in Attachment D.

C.17 **DEDUCTION.** In the event the Contractor fails to provide the minimum hours reflected in Section C.15a, calculated on a monthly basis, the monthly invoice will be decreased to reflect such shortage.

Sample Calculation for Contractor Hourly Rate

Contractor Monthly Bid Price

----- = Contractor Hourly Rate
1/12 of the Annual Minimum Contract Hours

Contractor Hourly Rate X Hours Short = Deduction

BUILDING 2596

PERFORMANCE WORK STATEMENT

C.1 **GENERAL INTENTION**. HEC is a US Army Corps of Engineers complex at 7701 Telegraph Road in Alexandria, Virginia. HEC encompasses approximately 500 acres of fenced land on which is located a number of office and research buildings. This PWS is for building 2596.

C.2 **GENERAL REQUIREMENTS**. The Contractor must furnish all labor, supervision, materials, equipment, transportation, and management necessary to provide guard services in accordance with the requirements specified herein.

a. **Work Included**. The Contractor must provide the following services.

(1) Deter and report unauthorized personnel or vehicular entry into areas designated by the activity commander or his/her designated representative.

(2) Deter and report the damage, pilferage, removal, secreting, misappropriation, misuse, larceny, theft, or other improper or unlawful threats to, or disposition of, Government or personal property or acts of espionage, sabotage, or wrongful destruction within the designated area(s).

(3) Endeavor to prevent the occurrence of fires, explosions, collapses, and other catastrophes. In such an event, the Contractor must summon appropriate response forces and then notify Government personnel as identified in the SOP; assist in minimizing the effects thereof; and assist in restoring the area to a safe condition.

(4) Safeguard personnel, deter the commission of crimes against persons, summon appropriate response forces, and assist those response forces as required.

(5) Deter and report violations of HEC regulations, and enforce parking regulations, as required.

(6) Provide proper documentation and electronic reports of all incidents and investigations.

(7) Provide an on-call contingent of accepted guard force personnel to quickly and decisively back up any Contractor employee confronted with a situation requiring additional personnel.

(8) Provide additional accepted guard force personnel for special details/events.

(9) Receive, receipt, and secure prohibited personal property as well as lost and found articles pending transfer to HEC Security Officer for appropriate disposition.

(10) Receive, secure, issue, and account for all keys issued to the Contractor or placed under the Contractor's control.

(11) Provide fixed post guards and roving patrol(s).

(12) Provide escorts for visitors or materials when required.

(13) Provide intrusion alarm monitoring.

(14) Provide emergency assistance to Fort Belvoir Police, as required.

b. Standard Operating Procedures (SOP). The Contractor must develop and maintain SOP's. The development and implementation of SOP's will be a joint effort between the Government and the Contractor. A detailed review of the SOP must be provided as part of each employee's initial training, and each time the SOP is modified. No employee must be assigned to duty unless he/she is thoroughly knowledgeable of and understands the SOP. The SOP will be reviewed and modified semi-annually.

C.3 DEFINITIONS – TECHNICAL. As used throughout this contract, the following terms must have the meaning set forth below. Additional definitions are in the “DEFINITIONS” clause in Section I.

- a. Accepted Guard Force Personnel. Those personnel meeting all uniform, appearance, standards of conduct, security, and training requirements.
- b. Contractor Representative. A manager, foreman or superintendent assigned by the Contractor as the primary point of contact with the Contracting Officer.
- c. On-Site Supervisor (OSS). The Contractor’s on-site supervisor in charge of work under this contract shall provide the management, supervision, planning, scheduling, coordinating, and training to insure that all orders are being carried out and that the security guard force is familiar with their required duties. The supervisor shall receive and implement all orders or instructions from the Contracting Officer Representative which affect the operation of the guard force.
- d. Post. A station or task to which guards are assigned.
- e. Quality Assurance (QA). A method used by the Government to provide some measure of control over the quality of purchased goods and services received.
- f. Quality Assurance Evaluator (QAE). The Government employee responsible for the daily monitoring of Contractor performance.
- g. Quality Control (QC). A method used by the Contractor to control the quality of goods and services produced.
- h. Regular Working Hours. The Government’s regular (normal) working hours is from 0600 to 1800, Monday through Friday except (a) federal holidays and (b) other days specifically designated by the Contracting Officer.
- i. Response Time. Response time is defined as the time allowed the Contractor after initial notification of a work requirement to be physically on the premises at the work site with appropriate equipment and materials, ready to perform the work required.

C.4 CONTRACTOR FURNISHED ITEMS. The Contractor must provide all items for the performance of the contract with the exception of the following, which will be provided by the Government.

- a. Computer. A complete system to include a printer, at the main security desk located in Building 2593. This computer will access current email, spreadsheet and word processing programs to provide the Contractor with an electronic communications capability to provide reports, develop work schedules and provide guidelines for Contractor employees.
- b. Furniture. Guard stations, desks and chairs as necessary.

- c. Telephone. One at each fixed guard station.
- d. Camera Surveillance and Alarm Systems.
- e. Miscellaneous Items. Traffic cones, parking signs, extension cords, etc.

C.5 MANAGEMENT. The Contractor must manage the total work effort associated with the guard services required herein to assure fully adequate and timely completion of these services. Such management includes, but is not limited to, planning, scheduling, report preparation, establishing and maintaining records, and quality control.

a. Initial Work Schedule. Within 15 calendar days after award, the Contractor must submit to the Contracting Officer, a general schedule of planned performance of work for the contract period. The Schedule must indicate the day or days of the week that weekly or more frequent services will be accomplished, the week of the month that items of less than weekly frequency will be accomplished, the location to receive services, and the services to be accomplished.

b. Monthly Work Schedule. The Contractor's monthly work schedule must indicate the specific hours of the day each post will be manned, including the number of personnel per post. Other known requirements, such as scheduled escort services, scheduled courier services, and scheduled fire/evacuation drills must also be shown on the schedule. Copies of the monthly work schedule must be provided to the Contracting Officer Representative prior to the first day of the month. Proposed changes to the monthly work schedule must be submitted to the Contracting Officer Representative at least 72 hours prior to the start of the period in question.

c. Records and Reports. The Contractor must electronically prepare and maintain records and daily reports. The daily report must be emailed to the Contracting Officer Representative, daily. From time to time the Contractor's employees may be required to make written and oral statements to investigative services. Any written statements provided must be considered a report under the terms of the contract. All records and copies of reports must be turned over to the Contracting Officer Representative within five calendar days after completion.

C.6 SUPERVISION. The Contractor must provide adequate on-site supervision of employees for 8 continuous hours, between the hours of 0800 to 1600, Monday through Friday. This excludes federal holidays. The on-site supervisor must ensure that each post is manned as required, that employees are properly uniformed and present a neat appearance, and that each employee is familiar with their post and duties.

a. Availability of Supervisor. The Contractor's supervisory personnel in charge of work under this contract must be available at all times to receive and implement orders or special instructions from the Contracting Officer Representative concerning matters which affect the operation, protection and/or security of assigned areas.

b. Duties of On-Site Supervisor. The Contractor's On-Site Supervisor must not hold the position of an on-duty guard during his tour of duty, except in emergencies. In emergencies, the on-site supervisor may man a guard post for no more than three hours in any consecutive eight-hour period.

C.7 STANDARDS OF CONDUCT. The Contractor must maintain satisfactory standards of employee competency, conduct, appearance, and integrity, and for taking such disciplinary action against his/her employees as may be necessary. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer and the U.S. Army Corps of Engineers. The Government reserves the right to direct the Contractor to remove an employee from the work site for failure to comply with the standards of conduct. The Contractor must initiate immediate action to replace such an employee to maintain continuity of services at no additional cost to the Government.

a. Appearance. The Government requires a favorable image and considers it to be a major asset of a protective force. The employee's attitude, courtesy, and job knowledge are influential in creating a favorable image.

b. Neglect of Duties. Neglect of duties must not be condoned. This includes sleeping on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours, and refusing to render assistance or cooperate in upholding the integrity of the work site security.

c. Disorderly Conduct. Use of abusive or offensive language, quarreling, and intimidation by words, actions, or fighting must not be condoned. Also included is participation in disruptive activities, which interfere with normal and efficient Government operations.

d. Intoxicants. The Contractor must not allow any employee (while on duty) to possess, sell, consume, or be under the influence of intoxicants, drugs, or substances, which produce similar effects.

e. Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include, but are not limited to, the following:

(1) Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records.

(2) Unauthorized use of Government property, theft, vandalism, or immoral conduct.

(3) Unethical or improper use of official authority or credentials.

(4) Misuse of weapons.

(5) Security violations.

C.8 UNIFORMS. While on duty, all guard force personnel must wear a complete uniform of the type prescribed below so that a favorable public image is presented. Shoes must be shined and all items of clothing must fit well and be clean, neat, and pressed, if appropriate. The uniform's color(s) must be the same as that in general use by large guard or police organizations in the United States. All employees must wear the same color and style of uniform. Shoulder patches with Contractor identification and not larger than 4 ½ inches by 4 ½ inches are allowed to be worn on the uniform's left shoulder. Each employee must be issued a uniform by the Contractor to include the following items:

Shirt, trousers, cap, jacket (in winter), flashlight and batteries (producing light equal to or greater than a flashlight with 2 "D" cell batteries), inclement weather protection (as needed), whistle, safety shoes and hardhats that meet ANSI 289.1-1969, holster including safety strap (cross-draw and swivel holsters are not authorized), holster belt with or without shoulder support strap, ammunition pouch, any required or authorized uniform patches, insignias, reflectorized vests, and gloves.

C.9 COMMUNICATIONS. The Contractor must furnish all necessary multi-channel radio transceiver communications equipment. The Contractor's base station and/or shift supervisors may contact each on duty employee within 10 minutes. The Contractor must comply with appropriate Federal Regulations to obtain all necessary frequencies and permits for equipment operation. The exact guard force frequency(ies) must be approved by the Contracting Officer Representative prior to operation to prevent interference with Government operations. A minimum of 7 hand-held radios and supporting accessories (batteries, chargers, etc.) must be maintained in operational condition. In no event must "Citizens Band" frequencies be used.

C.10 VEHICLES. The Contractor must provide all vehicles necessary for the performance of this contract. All vehicles must be kept in a safe operating condition at all times with a valid state safety inspection sticker attached. The Contractor must provide all fuel, oil, lubricants, and maintenance. Two-wheeled or golf cart type may be used only with the Contracting Officer's approval. All vehicle repairs must be done off Government property, except for minor work such as changing a flat tire, battery, etc.

C.11 AUTHORIZED FIREARMS. The Contractor must provide firearms and ammunition for all guards. Only 9 MM Semi-Automatic side arms are allowed to be carried by the guards, while on duty. All side arms must be inspected, cleaned and oiled monthly.

C.12 KEY/COMBINATION CONTROL. The Contractor must receive, secure, issue, and account for all keys or combinations issued for access to buildings, offices, equipment, gates, etc. for the purposes of this contract. Prior to starting work, the Contractor must sign a receipt for all keys/combinations issued by the Government. The Contractor must maintain records, to be made available to the Government representative upon request, that show how many keys are in existence, in whose possession they are, and who has knowledge of and/or access to combinations. Keys must not be duplicated without the Contracting Officer Representative's approval.

C.13 PERSONNEL REQUIREMENTS.

a. Authority and Jurisdiction. Authority of Contractor personnel to detain and/or make arrests must be that of private citizens as defined by the laws of the state(s) in which performance takes place; and each member of the guard force must be under a duty by virtue of his/her employment under this contract to exercise that authority in the manner directed by this contract.

b. Employment Suitability and Qualifications. Prior to assignment to the Contractor's guard force, an individual must meet the following suitability criteria, also provide Contracting Officer Representative with copies for all employees.

(1) **Education.** Possess a high school diploma or equivalent, or pass an equivalent performance examination designed to measure basic job-related mathematical, language, and reasoning skills. Possess the knowledge and ability to perform all required guard service duties. Must be able to read, write, and speak English.

(2) **Felony Convictions.** All Contractors employees will not have any felony convictions and no other convictions that reflect on the individual's reliability.

(3) **Age.** Must be at least 21 years of age.

(4) **Citizenship.** Be a citizen of the United States.

(5) **Physical Qualifications.** Each guard must pass a physical examination given by a licensed physician or health care professional prior to assignment and yearly thereafter. A copy of a written certification from the examining physician that the employee meets the following physical qualifications must be provided to the Contracting Officer Representative following each examination. The following physical requirements apply for all guard force personnel:

(a) *Vision.*

1. Distant visual acuity in each eye must be correctable to 20/30 (Snellen or equivalent) in the better eye and 20/40 in the other eye with eyeglasses or contact lenses. If uncorrected distance vision is not at least 20/40 in the better eye, the individual must carry an extra pair of corrective lenses. Near visual acuity, corrected or uncorrected, must be at least 20/40 in the better eye. Field of vision must be at least 70 horizontal meridian in each eye. The ability to distinguish red, green, and yellow colors is required. Loss of vision in one eye is disqualifying. Glaucoma must be disqualifying unless controlled by acceptable medical or surgical means, provided such medications, as may be used for controlling glaucoma do not cause undesirable side effects which adversely affect the individual's ability to perform assigned security job duties, and provided the visual requirements stated above are met. On-the-job evaluation must be used for individuals who exhibit a mild color vision defect.

2. Where corrective eyeglasses are required, they must be of the safety glass type.

3. The use of corrective eyeglasses or contact lenses must not interfere with an individual's ability to effectively perform assigned security job duties during normal or emergency operations.

(b) *Hearing.*

1. Individuals must have no hearing loss in the better ear greater than 30 decibels average at 500 Hz, 1000 Hz, and 2000 Hz, with no level greater than 40 decibels at any one frequency (by ISO 389 "Standard Reference Zero for the Calibration of Pur-tone Audiometer" (1975) or ANSI S3.6-1969 (r. 1973) "Specifications for Audiometers").

2. A hearing aid is acceptable provided suitable testing procedures demonstrate auditory acuity equivalent to the above stated requirement.

3. The use of a hearing aid must not decrease the effective performance of the individuals assigned guard duties during normal or emergency operations.

(c) *Physical Condition.* Each guard services employee must be in good physical condition, are able to protect themselves and others, and withstand sudden emotional stress and physical exertion in apprehension of suspects and violators. Pursuit may be on foot, requiring running, jumping, climbing, and/or crawling, followed by physical contact to overpower the violator as necessary. Proof of physical fitness test.

(d) *Diseases.* Individuals must have no established medical history or medical diagnosis of epilepsy or diabetes, or, where such a condition exists, the individual must provide medical evidence that the condition can be controlled with proper medication so that the individual will not lapse into a coma or unconscious state while performing assigned guard service duties.

(e) *Addiction.* Individuals must have no established medical history or medical diagnosis of habitual alcoholism or drug addiction, or, where such a condition has existed, the individual must provide certified documentation of having completed a rehabilitation program which would give a reasonable degree of confidence that the individual would be capable of performing assigned guard service duties.

(f) *Other Physical Requirements.* An individual who has been incapacitated due to serious illness, injury, disease, or operation, which could interfere with the effective performance of assigned guard services duties, must, prior to resumption of such duties, provide medical evidence of recovery and ability to perform such duties.

c. Initial Training. The Contractor must, within thirty (30) days following assignment of each employee to duty, certify to the Contracting Officer Representative that each has completed the following basic training:

- (1) General orientation on conduct and attitude on and toward the job.
- (2) Functions of the protection force and specifically the protection of the location stated herein.
- (3) Specific duties of the individual, including sufficient breaking-in training.
- (4) Guard orders – general and special.
- (5) Authority of the individual guard.
- (6) Employee and public relations.
- (7) Traffic control.

(8) Report writing.

(9) Discipline.

(10) Antiterrorism and Force Protection Training.

d. Firearms Proficiency Training and Qualification. Each member of the guard force must carry a weapon and must be trained and qualified. No member of the guard force must bear a firearm on board the activity or be assigned to an armed post until a written certification of qualification has been provided to the Contracting Officer Representative and the guard has successfully completed training in the use of deadly force.

e. Lack of Training. If the Contracting Officer Representative determines Contractor employees do not possess required initial training or firearms proficiency training and qualifications, or if employees fail to successfully complete firearms sustainment training, annual re-qualification, the Contracting Officer Representative will recommend to the Contracting Officer that the Contractor immediately removes such employees from duty and provides qualified replacements at no additional cost to the Government.

f. Firearms Licensing and Permits. The Contractor must ensure each member of the guard force required to carry a firearm complies with all current state and local firearm suitability, licensing, and permit requirement, including the following:

(1) **Firearms Permits**. Except where precluded by local law or ordinance, the Contractor must:

(a) Obtain a permit for each guard required to carry a firearm.

(b) Maintain on file a current firearm permit for each guard.

A copy of each guard's permit must be provided to the Contracting Officer Representative at least three working days prior to the anticipated assignment date of any individual. All guards must carry their permit on their person while on duty. The Contracting Officer Representative must be immediately notified should such permits be terminated, revoked, or suspended at any time and the guard(s) affected must be immediately removed from the work site.

(2) **Bonds**. The Contractor must provide all official bonds required, and pay all fees or costs involved or related to the authorization for the arming of all employees engaged in providing services specified under this contract.

g. Employment of Government Personnel. Unless approved in writing by the HECSA Ethics Official, the Contractor must not employ for the purposes of this contract any civilian or active duty military person currently employed by the Government at this activity or any of its tenant activities.

h. Continuous Employee Observation/Evaluation. The Contractor must arrange for continuous supervisory observation and evaluation of all guard force personnel, and take appropriate corrective measures for all indications of emotional instability noted in the course of performing assigned guard services duties.

C.14 **PERSONNEL SECURITY CLEARANCE REQUIREMENTS.** Contractor employees assigned to Building 2596 must possess a secret security clearance. The Contractor must complete all necessary forms and provide copies to the Contracting Officer Representative.

C.15 **POSTS, MAN-HOURS AND MISCELLANEOUS REQUIREMENTS.** The Contractor must man the following posts and furnish the man-hours, and perform the miscellaneous services indicated below:

a. Posts.

(1) Two, 24-hour *stationary posts* in building 2596 (Hall Building), 7 days a week.

(2) One, 8-hour *stationary post* in building 2596 (Hall Building), 5 days a week (Monday – Friday) excluding holidays.

b. Man-Hours.

(1) On-site supervisor, *8 hour shift* - will be available to work varying hours, between 0800 and 1600 hours, Monday through Friday excluding holidays. This position is included in the PWS for HEC and will supervise the guard force in Building 2596.

(2) Building 2596 (Hall Building), *first, second, and third shifts* – two guards per shift, 7 days per week including holidays. A third guard (8 hour shift) will be available to work varying hours, between 0600 and 1800 hours, Monday through Friday excluding holidays. Additional specifications applicable to Building 2596 are listed on Attachment 1.

(a) First Shift: 0001 – 0800

(b) Second Shift: 0800 – 1600

(c) Third Shift: 1600 – 2400

c. Miscellaneous Services.

(1) The Contractor must have available a sufficient number of employees to provide the necessary service. Since all guards on duty are required to be alert and ready for any contingency, they must receive ample rest and sleep before and after duty. Normally their tour of duty will not exceed eight (8) hours, but during period of emergency, the tour of duty may be lengthened only upon written approval of Contracting Officer Representative. Tours of duty in excess of sixteen (16) consecutive hours are not allowed.

(2) The Contractor must also have available sufficient reserve manpower to provide any replacement necessitated by employee absenteeism or scheduled time off. The Contractor will also have available sufficient reserve manpower to provide additional guards as required per this contract.

(3) The on-site supervisor must be the direct point of contact between the Contracting Officer Representative and the Contractor.

(4) The Contractor must also have available sufficient reserve manpower to provide any replacement necessitated by employee absenteeism or scheduled time off. The Contractor will also have available sufficient reserve manpower to provide additional guards as required per this contract.

(5) The Contractor must raise and lower the United States Flag (and other flags as authorized) at the locations and times indicated in the SOP. No deviations are permitted unless authorized. (Verbal authorizations must be recorded in the daily logbook.)

(6) **Complaints.** The Contractor must receive complaints from any person concerning security, safety, or law enforcement within the Government's jurisdiction. Such complaints must be promptly reported to the Contracting Officer Representative, Security Officer or Security Police for resolution and disposition. The Contractor must endeavor to deter crimes against persons without waiting for a specific complaint, while immediately notifying the Security Police.

(7) **Traffic Accidents.** The Contractor must immediately notify the Security Police of accidents, and must assist, as required, in redirecting traffic, placing warning flares, and other safety protective actions identified in the SOP.

(8) **Gate/Building Openings.** The Contractor must open and close gate(s) and building(s) within 15 minutes of the scheduled time as specified in the SOP. Locked gates or buildings must be opened within 30 minutes in response to an authorized request at any time. The Contractor must maintain a record of all nonscheduled gate/building openings.

C.16 **GENERAL ADMINISTRATIVE REQUIREMENTS.**

a. Regulations. The Contractor and his/her employees must become acquainted with and obey all applicable Government regulations.

b. Fire Protection. The Contractor and his/her employees must know where fire alarms are located and how to turn them on. The Contractor must handle and store all combustible supplies, materials, waste and trash in a manner that prevents fire or hazards to persons, facilities, and materials.

c. Safety Requirements and Reports.

(1) Prior to commencing work, the Contractor must submit an accident prevention plan to the Contracting Officer.

(2) The Contractor's workspace may be inspected periodically by the Contracting Officer Representative. The Contractor must provide assistance to the Safety Office and the federal or state OSHA inspector if a complaint is filed. Any fines levied on the Contractor by federal or state OSHA offices due to safety/health violations must be paid promptly.

(3) The Contractor must report to the Contracting Officer Representative, in the manner and on the forms prescribed by the Government, exposure data and all accidents resulting in death, trauma, or occupational disease. All accidents must be reported to the Contracting Officer Representative within 24 hours of their occurrence.

(4) The Contractor must submit to the Contracting Officer Representative a full report of damage to Government property and/or equipment by Contractor employees. All damage reports must be submitted to the Contracting Officer Representative within 24 hours of the occurrence.

(5) Only emergency medical care is available in Government facilities to Contractor employees who suffer on-the-job injury or disease. Care will be rendered at the rates in effect at the time of treatment. The Contractor must make reimbursement.

d. Security Requirements.

(1) The Contractor must comply with all activity security requirements. Upon request, the Contractor must submit the name and address of each employee hired for work on this contract and must cause to be filled out questionnaires and other forms as may be required for security.

(2) Neither the Contractor nor any of its employees must disclose or cause to be disseminated any information concerning the operations of the activity which could result in or increase the likelihood of the possibility of a breach of the activity's security or interrupt the continuity of its operations.

(3) Disclosure of information relating to the services hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to the Contractor or any person under his/her control in connection with work under this contract, may subject the Contractor, his/her agents or employees to criminal liability under 18 U.S.C., Sections 793 and 798.

(4) All inquiries, comments or complaints arising from any matter observed, experienced, or learned as a result of or in connection with the performance of this contract, the resolution of which may require the dissemination of official information must be directed to the HECSA Security Officer or the Contracting Officer Representative.

(5) Deviations from or violations of any of the provisions of this paragraph will, in addition to all other criminal and civil remedies, provided by law subject the Contractor to immediate termination for default and/or the individuals involved to a withdrawal of the Government's acceptance and approval of employment.

e. Passes and Badges. All Contractor employees must obtain the required employee and vehicle passes. The Contractor must, prior to the start of the contract, submit to the Contracting Officer

Representative an estimate of the number of personnel expected to be utilized at any one time on the contract. The Government will issue badges without charge. Each employee must wear the Government issued badge over the front of the outer clothing. When an employee leaves the Contractor's service, the employee's pass and badge must be returned within 5 working days.

f. Access to Buildings.

(1) It is the Contractor's responsibility, through the Contracting Officer Representative, to obtain access to buildings and facilities and arrange for them to be opened and closed.

(2) Keys may be issued to the Contractor; however, it must be the Contractor's responsibility to arrange for adequate security of the buildings and facilities at the end of each workday.

(3) The Contractor must be responsible for the cost of replacing any keys that are furnished to and lost by his/her employees. If the Contracting Officer Representative decides that a lock must be replaced because of the loss of a key by the Contractor's employees, the Contractor must pay the cost of that replacement. Similarly, the Contractor must pay the cost of changing a combination if the Contracting Officer Representative has reasonable cause to believe that the combination has been compromised.

g. Identification of Contractor Employees.

(1) The Contractor must provide to the KO the name or names of the responsible supervisory person or persons authorized to act for the Contractor.

(2) The Contractor must remove from the site any individual whose continued employment is deemed by the Contracting Officer to be contrary to the public interest or inconsistent with the best interests of National Security.

(3) All Contractor/Subcontractor employees working under this contract must be identified by a distinctive nameplate, emblem, or patch attached in a prominent place on an outer garment. Employee identification must not be substituted for station required passes or badges.

h. Permits. The Contractor must, without additional expense to the Government, obtain all appointments, licenses, and permits required for the prosecution of the work. The Contractor must comply with all applicable federal, state, and local laws. Evidence of such permits and licenses must be provided to the Contracting Officer Representative before work commences.

i. Quality Control: The Contractor will submit a plan, outlining their quality control system. This plan will state how the contractor intends to implement his quality control procedures to control the performance of the requirements of this contract. The contractor will be responsible for initially validating customer complaints and reporting them to the COR(s), who will then take further action on the matter.

j. Quality Assurance: The Government will evaluate the contractor's performance in accordance with the Quality Assurance Surveillance Plan in Attachment D.

C.17 **DEDUCTION**. In the event the Contractor fails to provide the minimum hours reflected in Section C.15a, calculated on a monthly basis, the monthly invoice will be decreased to reflect such shortage.

Sample Calculation for Contractor Hourly Rate

$$\frac{\text{Contractor Monthly Bid Price}}{\text{-----} = \text{Contractor Hourly Rate}} \\ \text{1/12 of the Annual Minimum Contract Hours}$$

$$\text{Contractor Hourly Rate X Hours Short} = \text{Deduction}$$

ADDITIONAL SPECIFICATIONS
APPLICABLE TO BUILDING 2596

1. **GUARD FORCE:** The Security Operations Center (SOC) will be manned by two guards as described in the Government SOP instruction Book (Located in the SOC). In emergency situations, the guard will respond to or investigate the situation.
2. **INTRUSION DETECTION SYSTEM:** The security guard will monitor the intrusion detection system during their entire tour of duty. They will activate or de-activate alarm zones as needed during the duty day. They will acknowledge, investigate, and respond to any alarm condition within the facility. They will notify the proper individuals/authorities of these incidents when necessary. An entry will be made in the Guard Log of any serious alarm condition or malfunction. An additional written report in duplicate will be made and reported to supervisors/security manager of any repeated alarm condition or serious incident in connection with an alarm condition.
3. **ACCESS CONTROL SYSTEM:** The guards will monitor the access control system during their tour of duty. They will acknowledge, respond to, or investigate any access control conditions as necessary within the facility. See the system operation manual for specific instructions on system operation. An entry will be made in the guard log of any serious access control system alarm conditions. An additional report in duplicate will be made to the supervisor/security manager of any repeated alarm conditions or serious incidents in connection with an access system alarm conditions.
4. **CLOSED CIRCUIT TV SYSTEM:** The guards will monitor the CCTV systems during their tour of duty. The system will be utilized to monitor those areas with TV coverage, to aid in response to intrusion detection alarm conditions, and provide for access to the building after duty hours. See the system operations manual for specific instructions on system operation. During any unusual occurrence or serious alarm condition the video event recorder will be turned on. An entry will be made in the guard log of any serious CCTV alarm condition (motion grid).

An additional written report in duplicate will be rendered to the supervisor/security manager concerning any repeated alarm conditions or serious incidents in connection with a motion grid alarm condition.

5. **BADGES:** With the ACS and Badging systems the following will be required of the on-duty guard(s):

a. The SOC personnel are responsible for checking all incoming and outgoing personnel. Guards will check all personnel for an employee security identification card (SIC). Properly identified employees will be allowed to proceed.

b. All visitors to the facility including official, commercial, and others will report to the SOC. The guard will check the visitor's identification and enter individual identifying data on the visitor's log. The log will contain the following information: Name, SSN, clearance level, time in and out, escort's printed name, and signature. The guard will check the visitor's clearance through the micro-processor or with the Security Office. If the individual is cleared, the guard will notify the point of contact. The guard will issue an appropriate visitor's badge and direct him to the waiting area. Upon arrival of the escort, the escort will exchange his on-site badge for an escort badge if the visitor must enter any area of the facility other than the waiting rooms. All access to the inside of the facility is strictly on a "need-to-enter" basis. All business that can be conducted in the waiting area or interview rooms, will be.

c. During the period the facility is under renovation, admittance of contractors and workers will be at the direction of Building 2596 Security Office. Badge exchange and/or additional badging instructions will be provided as systems are implemented. Unit personnel will be present and responsible for contractors while in the building. Deliveries by commercial vehicles will be as described in the SOP instruction Book (Located in the SOC).

6. **SEARCHES:** At the desired time, and as described in the SOP instruction Book (Located in the SOC), the following will be implemented.

a. Security guard(s) posted at the SOC will conduct periodic spot searches of personnel both entering and exiting the facility. The guard(s) will be especially observant in checking for items of government property or material being removed from the facility, and unauthorized items being brought into the facility such as contraband, incendiary devices, and hazardous items. Government property being removed from the installation must be accompanied by an Individual Property Pass. The signature on the pass must correspond to one in the guard file of authorized signatures on the form. If an authorized signature is on file, the guard will compare the property to the property described on the pass and allow the individual to exit the facility. The property pass form is to be retained by the guard and a log entry made. The pass will be turned over to the Security Office (Building 2596). Classified material will be inspected for proper wrapping and accountability. Classified couriers will be checked for courier orders, courier bags, and courier tags (when appropriate). The introduction of unauthorized cameras, televisions, and tape recorders within the facility is prohibited.

b. Should the guard on duty be confronted with a person carrying either government property/material or unauthorized property into or out of the building, in other than the prescribed manner, or if the government property is not covered by a pass or the pass does not contain an authorized signature, the guard will contact the 2596 building security office, duty officer, or security chief, for additional instructions. The guard will detain the person and questionable material until instructions are received concerning disposition.

7. PERIMETER PATROL:

a. At the start of each shift, the guard on duty will ensure all perimeter doors are secured. Rounds will be conducted in accordance with Building 2596 SOP's.

b. If a sensor indicates an alarm condition or a sensor/alarm zone is determined to be inoperative, the guard will lock the front of the building and proceed with a check of the outer building perimeter. The guard will inspect for signs of forced entry, intruders, and/or unlocked doors or windows. Also, while outside will check for visible breaches of perimeter fencing, status of outside lighting and general outside situation.

c. In the event of what is determined to be a serious alarm condition, as defined in the SOP Instruction Book, the guard will notify the personnel in the order listed in the guard instruction book provided. In addition, the on-duty guard at the Kingman Building will be notified in all emergency situations such as intrusion, fire or situations requiring engineers.

8. Any questions or situations arising, while this post is in operation, which are not covered by SOP Instruction Book will be directed to the building 2596 security office for resolution.

CLAUSES INCORPORATED BY REFERENCE

52.204-7	Central Contractor Registration	JUL 2006
52.217-5	Evaluation Of Options	JUL 1990
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-15	Stop-Work Order	AUG 1989
52.245-4	Government-Furnished Property (Short Form)	JUN 2003
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.219-7010	Alternate A	JUN 1998
252.243-7001	Pricing Of Contract Modifications	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (SEP 2006)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(k) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers,

offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR

Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) Award will be made to the responsible offeror whose RFQ contains the combination of those criteria offering the best overall value to the U.S. Government in accordance with FAR 15.101-1. This will be determined by evaluating the non-pricing factors of the RFQ (including the subfactors), and the pricing factors or price to the Government. Competing proposals shall be evaluated against the requirements of the solicitation in order to express their strengths, weaknesses, deficiencies, and risks.

PROPOSAL INSTRUCTIONS AND EVALUATION FACTORS

GENERAL:

1. These instructions are designed to provide general guidance for preparing proposals as well as providing instructions on proposal organization, format and content. The Offeror's proposals should include all documents and information requested and should be submitted in accordance with the instructions. The Government reserves the right to consider only those proposals submitted in accordance with instructions set forth in this solicitation. A proposal that omits material elements required by the RFQ may be eliminated from further consideration. The Government reserves the right to make an award based on initial offers received without discussions.

2. The proposal should be clear, concise, and include adequate detail for effective evaluation. The proposal should not simply rephrase or restate the Government's requirements, but rather provide convincing rationale to address how the Offeror intends to meet the requirements of the solicitation. The Government will evaluate proposals based on the information presented in the offeror's proposals.

PROPOSAL CONTENT AND FORMAT:

1. In order to provide all necessary information for a comprehensive technical evaluation and price analysis, offerors must submit a proposal in four (4) separate sections, in loose-leaf binders or folders, and be clearly and concisely written as well and being indexed and logically assembled. Proposals should be clearly stated so that Government personnel with general training can make a thorough evaluation and arrive at a sound determination as to whether the services proposed would satisfy the stated requirements.

2. PART 1 - TECHNICAL APPROACH FACTOR (Original plus four (4) copies)

a. Offerors must submit written data to support their understanding of the requirement and their proposed means of fulfilling the requirement. Offerors should provide a complete narrative for each element listed under the Technical Approach Subfactors as stated below. NOTE: Statements that "the Offeror understands", "can or will comply with all specifications", statements paraphrasing the specifications or parts thereof, or phrases such as "standard procedures will be used" or "well known techniques will be used" will be considered insufficient and could render the proposal as unacceptable.

b. Subfactor 1: Experience of Personnel:

- (1) Demonstrate expertise and experience of personnel proposed to perform the services as well as equipment and supplies used to perform the required tasks
- (2) Describe and provide documentation of all required certifications, licenses, permits, etc (i.e. Security Clearance Requirements, Firearm permits, etc.). Include documentation of personnel experience in providing similar services to those identified in the overall Performance Work Statement.

c. Subfactor 2: Scheduling of Tasks:

- (1) Demonstrate a clear understanding of the all the technical features involved in performing the tasks identified in the overall contract Performance Work Statement.
- (2) Demonstrate knowledge and experience in applying all applicable Government regulations.

3. PART 2 - MANAGEMENT APPROACH FACTOR (Original plus) four (4) copies

a. Offerors must submit written data to support their understanding of the requirement and their proposed means of fulfilling the requirement. Offerors should provide a complete narrative for each element listed under the Management Approach Subfactors as stated below. NOTE: Statements that the Offeror understands, can or will comply with all specifications, statements paraphrasing the specifications or parts thereof, or phrases such as "standard procedures will be used" or "well known techniques will be used" will be considered insufficient and could render the proposal as unacceptable.

b. Subfactor 1: Overall Organization of Personnel:

- (1) Demonstrate ability of overall personnel plans/structure to provide a reasonable number of personnel, with sufficient training, to provide all the tasks and services identified in the overall Performance Work Statement.

(2) Demonstrate efficient methods of communication with personnel and with Government Representatives.

c. Subfactor 2: Records and Reports:

(1) Demonstrate identification, effective processing, administration of all records, and reports. Examples of such records and reports include accident and safety reports, sign-in sheets, logs of Government-furnished equipment, schedules of tasks and deficiency reports.

(2) Demonstrate ability to develop and maintain Standard Operating Procedures (SOP) in accordance with C.2.b of the Performance Work Statement.

d. Subfactor 3: Quality Control Plan:

(1) Completeness and reasonableness of Quality Control Plan including methods of tracking and inspecting guard tasks and preventing/correcting deficiencies.

e. Subfactor 4: Safety and Security Plan:

(1) Evidence of identification of all safety and security requirements to include comprehensive methods of addressing those requirements.

4. PART 3 - PAST PERFORMANCE FACTOR (Original plus four (4) copies)

a. Offeror's Past Performance information submitted as required by FAR 52.212-1, instructions to Offerors – Commercial Items, will be used to make a determination of the level of performance risk associated with each offeror. Offerors should provide performance history and references to demonstrate satisfactory performance for at least three prior contracts that are similar in size and scope and complexity to this requirement, performed within the last five (5) years. References should also be provided for any anticipated subcontractor to be used. Offerors should provide the following:

Reference: Name, Address, POC and phone Numbers

Contract, Value, and Dates:

Description of the Contract Effort:

Relevance to this Solicitation:

b. Each Offeror will be evaluated on its performance under existing and prior efforts for similar services. The offeror may include an overall narrative explaining what aspects of the contract efforts are deemed relevant to the proposed effort, as well as significant accomplishments and difficulties. Offerors are responsible for the accuracy and completeness of all information and the Government does not assume the responsibility for conducting research as a result of incorrect reference information of any kind. The references should be provided in descending order, with the most relevant contracts appearing first.

c. Offeror's shall send their references a letter that authorizes the reference to provide past performance information to the Government, as identified in Attachment #B, Sample Letter and Past Performance Survey. The survey should be completed and submitted to the U.S. Army Corps of Engineers, Humphreys Engineering Center Support Activity by no later than RFQ closing date.

d. Performance information will be used for both the responsibility determination as well as an evaluation factor. The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration.

e. Offeror's may describe any quality awards or certifications that indicate exceptional capacity to provide the service or product described in Performance Work Statement.

f. The U.S. Army Corps of Engineers (USACE) may use past performance information obtained from other than the sources identified by the offeror. USACE shall determine the relevance of similar past performance information.

5. PART 4 – PRICE FACTOR. (Original plus four (4) copy)

a. The Offeror's Price proposal must consist of the signed copy of the SF 1449 and total prices for the services requested for the Base and Option Periods included on the Continuation Page of the SF 1449. It is expected that this contract will be awarded based upon a determination that there was adequate price competition; therefore, the offeror is not required to submit or certify cost or pricing data. However, after receipt of proposals, if the Contracting Officer determines that adequate price competition does not exist in accordance with FAR 15.804-3, the offeror shall be required to provide cost or pricing data.

6. BASIS FOR AWARD:

a. Award will be made to the responsible Offeror whose proposal contains the combination of those criteria offering the best overall value to the U.S. Government, in accordance with FAR 15.101-1. The Government reserves the right to consider only those proposals submitted in accordance with all instructions set forth or referenced in this solicitation. A proposal that omits material elements required by the RFQ may be eliminated from further consideration. The Government may reject any or all offers if such action is determined to be in the Government's best interests and in accordance with the criteria set forth in this solicitation.

b. The evaluation will be based on a complete assessment of each Offeror's proposal. The Government will evaluate proposals based on the Evaluation Factors/Criteria identified above. It is important that Offerors possess a complete understanding of what each factor requires and accurately interprets their relative order of importance when preparing proposals in response to this solicitation. The cumulative relative importance of the non-pricing evaluation factors, are significantly more important when compared to the pricing factor.

c. Evaluation Factors are in descending order of importance with the Technical Approach Factor being significantly more important than Management Approach Factor and Past Performance Factor. The Management Approach Factor is slightly more important than Past Performance Factor.

d. At the discretion of the Contracting Officer, the Government intends to evaluate proposals and award a contract without discussions. IAW with FAR 15.101-1(2), the evaluation factors other than price, when combined, are significantly more important than price.

e. TECHNICAL APPROACH FACTOR:

(1) The technical approach factor will be assessed by evaluating the technical information provided in response to this solicitation. The technical information will be used to determine whether the items proposed meet the specifications included in the solicitation. The Sub-factors "Experience of Personnel" and "Scheduling of Tasks" are of equal importance and the factors described under each subfactor (i.e. sub-subfactors) are in descending order of importance.

f. MANAGEMENT APPROACH FACTOR:

(1) The Management Approach Factor will be assessed by evaluating the information provided in response to this solicitation. The information will be used to determine whether the items proposed meet the specifications included in the solicitation. The Sub-factors are of equal importance.

g. PAST PERFORMANCE FACTOR:

(1) Past Performance will be assessed based on the offeror's proposal demonstrated capability providing Security Guards Services. Offerors that lack relevant past performance history will receive a neutral rating for this factor.

h. PRICE FACTOR:

(1) Prices will be evaluated utilizing price analysis techniques for the total price of the base year plus all options. The awarded price must be determined fair and reasonable based on price analysis.

i. Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

j. A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 2006)

An offeror shall complete only paragraph (k) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (j) of this provision.

(a) Definitions. As used in this provision --

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except--

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms Bahrainian end product, "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Line Item No.

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
•	•
•	•
•	•

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) () In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) () Outside the United States.

(k)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (k)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____

(Offeror to identify the applicable paragraphs at (b) through (j) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.)

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (SEP 2005)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all

work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (4) [Removed].

☒ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (OCT 1995) of 52.219-6.

☐ (iii) Alternate II (MAR 2004) of 52.219-6.

☐ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

X (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2006) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___ (iii) Alternate II (OCT 2001) of 52.219-9.

X (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

X (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

X (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).

X (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

X (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

X (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

X (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

X (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

X (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

___ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).

___ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

X (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (25) 52.225-5, Trade Agreements (NOV 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

___ (27) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

___ (28) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

___ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

X (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

EMPLOYEE
GS-4/6

MONETARY WAGE-FRINGE BENEFIT
\$31,903-\$46,088 per year or
\$16.46 to \$23.94 per hour

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the

Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor anytime before contract expiration.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor anytime before contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 14 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Susan M. Burchell
Humphreys Engineer Center
7701 Telegraph Road
Kingman Building
Alexandria VA 22315-3860

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.237-1 SITE VISIT (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is

cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.dtic.mil/dfars>; <http://www.arnet.gov/far>; <http://farsite.hill.af.mil>

(End of provision

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2007)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) ☒ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(2) ☐ 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

(3) ☐ 252.219-7004, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

(4) ☒ 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

(5) ☒ 252.225-7012, Preference for Certain Domestic Commodities (JAN 2007) (10 U.S.C. 2533a).

(6) ☐ 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

(7) ☐ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(8) ☐ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(9) ☐ 252.225-7021, Trade Agreements (NOV 2006) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(10) ☐ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(11) ☐ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(12)(i) ☐ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (OCT 2006) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (OCT 2006) of 252.225-7036.

(13) ___ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(14) ___ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).

(15) ___ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

(16) ___ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(17) ___ 252.232-7003, Electronic Submission of Payment Requests (MAY 2006) (10 U.S.C. 2227).

(18) ___ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(19) _X_ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(20)(i) ___ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) ___ Alternate I (MAR 2000) of 252.247-7023.

(iii) ___ Alternate II (MAR 2000) of 252.247-7023.

(iv) ___ Alternate III (MAY 2002) of 252.247-7023.

(21) ___ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

(2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

252.219-7009 SECTION 8(A) DIRECT AWARD (MAR 2002)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement dated February 1, 2002, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and

for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

To be provided at time of award

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of Clause)

All employees employed by the Contractor and working directly on the contract shall be paid wages not less than rates specified within the Department of Labor Wage Determination No. (fill in Wage Determination No.) dated (fill in date) incorporated herein and made a part hereof.

CONTRACT PERIOD

The contract period of this contract will be 12 months from the effective date of the contract plus any option periods for 12 month intervals, should they be exercised.

PLACE OF PERFORMANCE

The principal place of performance for this contract shall be at Humphrey's Engineer Support Activity Center, 7701 Telegraph Road, Alexandria, VA 2315.

CONTRACTING OFFICER/AUTHORITY

a. All contractual administration will be carried out by the Contracting Officer, address as shown on the face page of the contract. Communications pertaining to contract administration matters will be addressed to the Contracting Officer at the address shown. No changes in, deviation from, the Scope of Work shall be effected without a contract modification executed by the Contracting Officer authorizing such changes.

b. The Contracting Officer is the only person authorized to approve changes in any of the requirements under this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the Contractor effects any such change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result thereof.

CONTRACTING OFFICER'S REPRESENTATIVE (COR)

a. The Contracting Officer may appoint one or more Government employees as Contracting Officer's Representative (COR) for technical purposes applicable to this contract. This individual will represent the Contracting Officer in the technical phases of work, but will not be authorized to change any of the terms and conditions of the contract or direct work that will require an amendment to the contract.

b. The appointment(s) shall be in writing, signed by the Contracting Officer and shall set forth the authority granted to and the limitations of the COR. Two copies of the letter of appointment shall be provided to the contractor who shall acknowledge receipt of the appointment letters in writing without delay. Such signing shall represent the contractor's acknowledgement of the limited authority of the COR.

c. Appointment may be changed or revoked by the Contracting Officer in writing. The Contracting Officer shall notify the contractor in writing of any such changes or revocations.

IDENTIFICATION OF CORRESPONDENCE

All correspondence and data submitted by the contractor under this contract shall reference the contract number.

CONSTRUCTIVE CHANGE ORDERS

No order, statement or conduct of the Contracting Officer, the authorized representative of the Contracting Officer, whether or not acting within the limits of his authority, or any other representative of the Government, shall constitute a change under the "Changes" clause of this contract or entitle the contractor to an equitable adjustment of the contract price or delivery schedule under that or any other clause, unless such change is issued in writing and signed by the Contracting Officer. No representative of the Contracting Officer (either PCO or ACO) shall be authorized to issue a written change order under the "Changes" clause of this contract. The Contractor shall be under no obligation to comply with any orders or directions not issued in writing and signed by the Contracting Officer.

INSURANCE

Pursuant to Contract Clause entitled "Insurance - Work on Government Installation (FAR 52.228-5)", the contractor shall, at his own expense, procure and maintain during the entire performance period of this contract insurance of at least the kinds and minimum amount set forth below:

Workman's Compensation Coverage

- As required by the applicable state of Virginia statutes in effect on the date of Contract Award: Minimum \$100,000

(1) Comprehensive General Liability Insurance

- Bodily Injury Liability \$500,000 per occurrence

(2) Automobile Liability Insurance

- Bodily Injury Liability \$200,000 per person
 \$500,000 per occurrence
- Property Damage \$ 20,000 per occurrence

ACCIDENT PREVENTION

a. In performing this contract, the contractor shall provide for protecting the lives and health of employees and other persons; preventing damage to property, materials, supplies and equipment; and avoiding work interruptions. For these purposes, the Contractor shall:

- (a) Comply with EM 385-1-1, U.S. Army Corps of Engineers Safety and Health Requirements Manual, available at www.hq.usace.army.mil (At the HQ homepage, select Safety and Occupational Health)
- (b) Provide appropriate safety personal protection equipment with a minimum requirement of steel toe safety boots, eye protection, hearing protection and reflective vests when working near or around heavy vehicular traffic and;

(3) Comply with the standards issued by the Secretary of Labor in 29 CFR Part 1910 and 29 CFR Part 1926.

b. After receipt of a notice of award, the Contractor will:

- (1) Submit in writing (within 10 working days) his proposals for effectuating this provision for accident prevention.

(2) The plan, which will be reviewed by the Humphreys Engineer Center Support Activity, Safety and Occupational Health Office, shall include but not be limited to the following:

- (a) Identification and signature of on-site contractor safety officer.
- (b) Identification and telephone numbers of medical emergency facilities.
- (c) Medical emergency response procedures (what to do in a medical emergency).
- (d) Plans for initial safety indoctrination and continuing safety training for employees.
- (e) Hazard analysis and abatement.
- (f) Personal protective equipment.
- (g) Procedures to be used for accident reporting and investigating.
- (h) Criteria for reprimand due to willful negligence towards safety standards.

(3) Meet in conference with representatives of the Contracting Officer to discuss and develop mutual understanding relative to administration of the overall safety program.

Contract Manpower Reporting Clause

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://cmra.army.mil>. The required information includes: (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative; (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data; (5) Estimated direct labor hours (including subcontractors); (6) Estimated direct labor dollars paid this reporting period (including subcontractors); (7) Total payments (including subcontractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each subcontractor if different); (9) Estimated data collection cost; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information; (11) Locations where contractor and subcontractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website); (12) Presence of deployment or contingency contract language; and (13) Number of contractor and subcontractor employees deployed in theater this reporting period (by country). As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure website without the need for separate data entries for each required data element at the website. The specific formats for the XML direct transfer may be downloaded from the website.

Attachment A (Contract Manpower Reporting Worksheet.doc) will be provided to each contractor as part of the applicable solicitation or contract and is considered part of this clause.

ATTACHMENT A

CONTRACT MANYEAR REPORTING WORKSHEET

GOVERNMENT SUPPLIED INFORMATION:

1. Period of performance: Beginning and ending dates covered by reporting period
2. MACOM UIC:
3. Requiring Activity UIC: Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information)
4. Federal Service Code: Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each subcontractor if different)
5. Contracting Office Contact data:
Contract number, including task and delivery order number
6. Contracting Officer Representative/Technical Representative contact data:
7. AMSCO:
8. Element of Resource (EOR):
9. Department:
10. Operating Agency (OA):
11. Basic Symbol:
12. FY Dollars:
13. Total Obligation:

CONTRACTOR OR SUBCONTRACTOR SUPPLIED DATA:

1. Period of performance within reporting period: Beginning and ending dates covered by reporting period
2. Contractor contact information: Contractor name, address, phone number, e-mail address, identity of contractor employee entering data
3. Total Payment: (including subcontractors)
4. Direct labor hours: (including subcontractors)
5. Direct labor dollars: (including subcontractors)
6. Contractor/Subcontractor data entry flag:
7. Locations where contractor and subcontractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website)

8. Presence of deployment or contingency contract language; and (13) Number of contractor and subcontractor employees deployed in theater this reporting period (by country). As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year

Comment: (Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure website without the need for separate data entries for each required data element at the website. The specific formats for the XML direct transfer may be downloaded from the website)

Invoices shall be prepared and submitted as follows:

One **ORIGINAL** to Finance & Accounting Office

USAED (fill in correct customer, i.e., HQUSACE)
C/O USACE Finance Center
5722 Integrity Drive
Millington, TN 38054-5005

One **COPY** to the Contracting Officer Representative (COR)

Department of the Army
US Army Corps of Engineers
Safety & Security Office
ATTN: Karen Jones
7701 Telegraph Road
Alexandria, VA 22315

LIST OF ATTACHMENTS/EXHIBITS

LIST OF ATTACHMENTS/EXHIBITS

Attach B	Sample Letter And Past Performance Survey
Attach C	Wage Determination No. 05-2103 DC,DISTRICT-WIDE (Rev. 2) Dated 11/07/2006
Attach D	Quality Assurance Surveillance Plan (QASP)
Attach E	DD254, DoD Contract Security Classification Specification

ATTACHMENT B
PAST PERFORMANCE SURVEY

SAMPLE LETTER AND PAST PERFORMANCE SURVEY

Date: _____

To: _____

We have listed your firm as a reference for work we have performed for you as listed below. Our firm has submitted a proposal under a project advertised by the U.S. Army Corps of Engineers, Humphreys Engineer Support Center. In accordance with Federal Acquisition Regulations (FAR), an evaluation of our firm's past performance will be completed by the Corps of Engineers. Your candid response to the attached questionnaire will assist the evaluation team in this process.

We understand that you have a busy schedule and your participation in this evaluation is greatly appreciated. We anticipate that this will take no more than ten minutes of your time. Please complete the enclosed questionnaire as thoroughly as possible. Space is provided for comments. Understand that while the responses to this survey may be released to the offeror, FAR 15.306 prohibits the release of the names of the persons providing the responses. Complete confidentiality will be maintained. Furthermore, a questionnaire has also been sent to _____ of your organization. Only one response from each office is required. If at all possible, we suggest that you individually answer this questionnaire and then coordinate your responses with that of _____, to forge a consensus on one overall response from your organization. Your response is due into the Corp no later the RFP due date of _____ .

Please send your completed questionnaire to the following address:

U.S. Army Corps of Engineers, Humphreys Engineer Center Support Activity
ATTN: CEHEC-CT- (Ms. Johnson)
7701 Telegraph Road
Alexandria, VA 22315-3660

Or Fax

703-428-8181

If you have questions regarding the attached questionnaire, or require assistance, please contact Ms. LaTanya Johnson, 703-428-6318. Thank you for your assistance.

PAST PERFORMANCE QUESTIONNAIRE

Please provide frank, concise, comments in your evaluation and overall assessment of contractor performance. In addition to responding to the given statements and questions for the contract listed, please provide other information or knowledge of contractor performance for similar contracts performed for your organization by the contractor.

Please use the following definitions to establish rating levels for your evaluation of contractor performance.

Rating Level	Descriptive Definition
Exceptional	The contractor's performance exceeds specified performance or capability. The contractor's performance demonstrates benefit to the Government with no or only minor quality problems. No potential exists for disruption of schedule, increase in cost, or degradation of service based on contractor's past performance.
Very Good	The contractor's performance exceeds some contractual requirements while meeting others. The contractor's performance demonstrates benefit to the Government with minor quality problems that do not impact achievement of contract requirements. Minimal potential exists for disruption of schedule, increase in cost, or degradation of service based on contractor's past performance.
Satisfactory	The contractor's performance meets all contractual requirements. The contractor's performance demonstrates some quality problems that do not impact achievement of contractual requirements. Some potential exists for disruption of schedule, increase in cost, or degradation of service based on contractor's past performance.
Marginal	The contractor's performance meets some contractual requirements and fails in others. The contractor's performance demonstrates non-conformance requiring Agency monitoring to ensure achievement of contractual requirements. Significant potential exists for disruption of schedule, increase in cost, or degradation of service based on contractor's past performance.
Unsatisfactory	The contractor's performance clearly fails to meet the minimum contractual requirements. The contractor's performance demonstrates non-conformance that may compromise the achievement of contractual requirements. Significant potential exists for disruption of schedule and degradation of service based on contractor's past performance.
Not Applicable	Not observed under this contract.

Contractor Surveyed _____

Contract Number _____

DUNs _____ CAGE Code _____

Please rate/respond to the following evaluation factors/questions. The rating levels described on page 1 are repeated below for your guidance.

Exceptional (E)	Very Good (VG)	Satisfactory (S)	Marginal (M)	Unsatisfactory (U)	Not Applicable (N/A)
----------------------------	---------------------------	-----------------------------	-------------------------	-------------------------------	---------------------------------

A. QUALITY OF PRODUCT/SERVICE

- | | | | | | | |
|---|-----|----|---|---|---|-----|
| 1. Contractor's ability to effectively control the quality standards specified for administrative performance. | E | VG | S | M | U | N/A |
| 2. Contractor's ability to effectively control the quality standards specified for technical performance. | E | VG | S | M | U | N/A |
| 3. Contractor's willingness to improve and correct non-compliance issues or concerns. | E | VG | S | M | U | N/A |
| 4. Contractor's ability to identify problems within the following areas: | | | | | | |
| a. Management (relative to contract) | E | VG | S | M | U | N/A |
| b. Personnel (quantity and/or quality) | E | VG | S | M | U | N/A |
| c. Planning (scheduling requirements) | E | VG | S | M | U | N/A |
| d. Quality Control (of service) | E | VG | S | M | U | N/A |
| 5. Has the Contractor received any quality awards or certifications for the work performed on this contract? If yes, please specify in Remarks section. | Yes | | | | | No |
| 6. Have Contract Discrepancy Reports ever been issued under this contract? If yes, please explain in Remarks section. | Yes | | | | | No |
| 7. Has a Cure Notice or Show Cause Letter ever been issued under this contract? If yes, please explain in Remarks section. | Yes | | | | | No |
| 8. Has the contract been terminated for cause? If yes, please explain in Remarks section. | Yes | | | | | No |
| 9. Has an election ever been made not to exercise an option due to Contractor's poor performance? If yes, please explain in Remarks section | Yes | | | | | No |

Remarks: (Attach additional pages if necessary)

B. COST CONTROL/FINANCIAL CAPABILITY

- | | | | | | | |
|--|------------|-----------|-----------|----------|----------|------------|
| 1. Contractor's ability to meet the terms of the contract within the contractually agreed price. | E | VG | S | M | U | N/A |
| 2. Unforecast increases in contract dollar value throughout the life of the contract are/were attributable (for the most part) to: | | | | | | |
| a. Changes in Government requirements? | Yes | | No | | | |
| b. Claims submitted by Contractor? | Yes | | No | | | |
| c. Contractor failure to accurately estimate cost? | Yes | | No | | | |
| d. Other (Please explain in Remarks section) | Yes | | No | | | |
| 3. Has Contractor identified/recommended innovations or operational changes in processes to lower cost? | Yes | | No | | | |
| 4. Is the Contractor's accounting system adequate for management and tracking of costs? If no, please explain in Remarks section. | Yes | | No | | | |
| 5. Have there been any indications that the Contractor has had any financial problems? If yes, please explain in Remarks section. | Yes | | No | | | |

Remarks: (Attach additional pages if necessary)

C. BUSINESS RELATIONS

- | | | | | | | |
|--|----------|-----------|----------|----------|----------|------------|
| 1. Contractor was responsive to the professional correspondence and administrative requirements of the contract. | E | VG | S | M | U | N/A |
| 2. Contractor discharged responsibility effectively to execute the contract. | E | VG | S | M | U | N/A |
| 3. Contractor demonstrated proactive process improvements upon problem identification. | E | VG | S | M | U | N/A |
| 4. Contractor exhibited flexibility and cooperativeness in responding to contract requirements. | E | VG | S | M | U | N/A |

Remarks: (Attach additional pages if necessary)

D. CUSTOMER SERVICE

- | | | | | | | |
|---|----------|-----------|----------|----------|----------|------------|
| 1. Contractor's responsiveness to customer complaints. | E | VG | S | M | U | N/A |
| 2. Contractor demonstrated reasonableness and cooperation in resolving customer dissatisfaction of any kind under the contract. | E | VG | S | M | U | N/A |
| 3. Overall customer satisfaction among customers. | E | VG | S | M | U | N/A |
| 4. Contractor demonstrated strong customer satisfaction as measured by responses to customer feed-back and/or surveys. | E | VG | S | M | U | N/A |

Remarks: (Attach additional pages if necessary)

E. SCHEDULE/TIMELINESS OF PERFORMANCE

- | | | | | | | |
|---|----------|-----------|----------|----------|----------|------------|
| 1. Contractor's responsiveness/timeliness relative to contract schedules and major program milestones. | E | VG | S | M | U | N/A |
| 2. Contractor's responsiveness/timeliness relative to task orders and delivery schedules. | E | VG | S | M | U | N/A |
| 3. Contractor's responsiveness/timeliness relative to technical direction. | E | VG | S | M | U | N/A |
| 4. Contractor's responsiveness/timeliness relative to administrative reports or requirement of the contract. | E | VG | S | M | U | N/A |
| 5. Contractor's responsiveness/timeliness relative to unanticipated service requirements/changes in priority of requirements. | E | VG | S | M | U | N/A |

Remarks: (Attach additional pages if necessary)

F. MANAGEMENT OF KEY PERSONNEL

- | | | | | | | |
|--|---|----|---|---|---|-----|
| 1. Contractor's orientation and initial/ongoing training of key personnel. | E | VG | S | M | U | N/A |
| 2. Effectiveness of Contractor's key staffing (quality, use, levels, cross-utilization). | E | VG | S | M | U | N/A |
| 3. Effectiveness of Contractor's procedures for selecting, retaining, supporting, and replacing key personnel. | E | VG | S | M | U | N/A |

Remarks: (Attach additional pages if necessary)

G. AWARDS/RECOGNITION. List any awards or special recognition given to the Contractor's organization during their performance:

H. OVERALL RATING.

1. Please rate the overall service provided by the Contractor in accordance with the definitions found on page 1 of the questionnaire.

Excellent ____ Very Good ____ Satisfactory ____ Marginal ____ Unsatisfactory ____

2. Given what I know today about the Contractor's ability to execute what the Company promised in their proposal, I...

Definitely would not ☐
Probably would ☐

Probably would not ☐
Definitely would ☐

Award a contract to the same Company if I had a choice.

Please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk.

[illegible]

Your Name _____

Position/Title _____

Organization_____

Address _____

Telephone Number _____

Length of time involved with contractor/contract surveyed_____

Signature _____ Date _____

Attachment C

Wage Determination

05-2103 DC,DISTRICT-WIDE

WAGE DETERMINATION NO: 05-2103 REV (02) AREA: DC,DISTRICT-WIDE

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:05-2104

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W.Gross Division of
Director Wage Determinations

Wage Determination No.: 2005-2103
Revision No.: 2
Date Of Revision: 11/07/2006

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide

Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St Mary's

Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King George, Loudoun, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	13.79
01012 - Accounting Clerk II	15.49
01013 - Accounting Clerk III	17.32
01020 - Administrative Assistant	21.45
01040 - Court Reporter	17.49
01051 - Data Entry Operator I	12.67
01052 - Data Entry Operator II	13.82
01060 - Dispatcher, Motor Vehicle	16.50
01070 - Document Preparation Clerk	12.75
01090 - Duplicating Machine Operator	12.75
01111 - General Clerk I	13.72
01112 - General Clerk II	15.32
01113 - General Clerk III	18.74
01120 - Housing Referral Assistant	20.84
01141 - Messenger Courier	10.23
01191 - Order Clerk I	14.74
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	15.45
01262 - Personnel Assistant (Employment) II	17.49
01263 - Personnel Assistant (Employment) III	20.84
01270 - Production Control Clerk	20.78
01280 - Receptionist	12.29
01290 - Rental Clerk	15.45
01300 - Scheduler, Maintenance	15.45
01311 - Secretary I	16.11

01312 - Secretary II	17.61
01313 - Secretary III	20.84
01320 - Service Order Dispatcher	15.82
01410 - Supply Technician	21.45
01420 - Survey Worker	17.49
01531 - Travel Clerk I	11.69
01532 - Travel Clerk II	12.57
01533 - Travel Clerk III	13.50
01611 - Word Processor I	13.76
01612 - Word Processor II	15.45
01613 - Word Processor III	17.49
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	24.49
05010 - Automotive Electrician	19.43
05040 - Automotive Glass Installer	18.31
05070 - Automotive Worker	18.31
05110 - Mobile Equipment Servicer	15.74
05130 - Motor Equipment Metal Mechanic	20.48
05160 - Motor Equipment Metal Worker	18.31
05190 - Motor Vehicle Mechanic	20.48
05220 - Motor Vehicle Mechanic Helper	16.81
05250 - Motor Vehicle Upholstery Worker	17.88
05280 - Motor Vehicle Wrecker	18.31
05310 - Painter, Automotive	19.43
05340 - Radiator Repair Specialist	18.31
05370 - Tire Repairer	14.43
05400 - Transmission Repair Specialist	20.48
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.18
07041 - Cook I	11.88
07042 - Cook II	13.18
07070 - Dishwasher	9.76
07130 - Food Service Worker	10.25
07210 - Meat Cutter	16.07
07260 - Waiter/Waitress	8.59
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.05
09040 - Furniture Handler	12.55
09080 - Furniture Refinisher	18.05
09090 - Furniture Refinisher Helper	13.85
09110 - Furniture Repairer, Minor	16.01
09130 - Upholsterer	18.05
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.67
11060 - Elevator Operator	9.79
11090 - Gardener	15.70
11122 - Housekeeping Aide	10.89
11150 - Janitor	10.89
11210 - Laborer, Grounds Maintenance	11.81
11240 - Maid or Houseman	10.41
11260 - Pruner	10.89
11270 - Tractor Operator	14.19
11330 - Trail Maintenance Worker	11.81
11360 - Window Cleaner	11.31
12000 - Health Occupations	
12010 - Ambulance Driver	16.06
12011 - Breath Alcohol Technician	16.06
12012 - Certified Occupational Therapist Assistant	19.99
12015 - Certified Physical Therapist Assistant	19.99
12020 - Dental Assistant	16.90
12025 - Dental Hygienist	40.68
12030 - EKG Technician	24.34

12035 - Electroneurodiagnostic Technologist	24.34
12040 - Emergency Medical Technician	16.06
12071 - Licensed Practical Nurse I	17.15
12072 - Licensed Practical Nurse II	19.18
12073 - Licensed Practical Nurse III	21.38
12100 - Medical Assistant	14.23
12130 - Medical Laboratory Technician	16.96
12160 - Medical Record Clerk	14.96
12190 - Medical Record Technician	16.47
12195 - Medical Transcriptionist	14.96
12210 - Nuclear Medicine Technologist	28.69
12221 - Nursing Assistant I	9.37
12222 - Nursing Assistant II	10.53
12223 - Nursing Assistant III	12.18
12224 - Nursing Assistant IV	13.68
12235 - Optical Dispenser	15.15
12236 - Optical Technician	13.10
12250 - Pharmacy Technician	14.32
12280 - Phlebotomist	13.68
12305 - Radiologic Technologist	27.61
12311 - Registered Nurse I	24.92
12312 - Registered Nurse II	31.22
12313 - Registered Nurse II, Specialist	31.22
12314 - Registered Nurse III	37.77
12315 - Registered Nurse III, Anesthetist	37.77
12316 - Registered Nurse IV	45.28
12317 - Scheduler (Drug and Alcohol Testing)	17.57
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.98
13012 - Exhibits Specialist II	23.33
13013 - Exhibits Specialist III	28.07
13041 - Illustrator I	18.73
13042 - Illustrator II	23.42
13043 - Illustrator III	28.82
13047 - Librarian	24.54
13050 - Library Aide/Clerk	11.38
13054 - Library Information Technology Systems Administrator	22.15
13058 - Library Technician	17.88
13061 - Media Specialist I	15.99
13062 - Media Specialist II	17.88
13063 - Media Specialist III	19.94
13071 - Photographer I	14.67
13072 - Photographer II	17.18
13073 - Photographer III	21.52
13074 - Photographer IV	26.05
13075 - Photographer V	29.15
13110 - Video Teleconference Technician	15.99
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.45
14042 - Computer Operator II	17.49
14043 - Computer Operator III	19.50
14044 - Computer Operator IV	21.67
14045 - Computer Operator V	24.00
14071 - Computer Programmer I (1)	21.60
14072 - Computer Programmer II (1)	25.66
14073 - Computer Programmer III (1)	27.62
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	27.62
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	15.45
14160 - Personal Computer Support Technician	21.67

15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	34.39
15020 - Aircrew Training Devices Instructor (Rated)	40.64
15030 - Air Crew Training Devices Instructor (Pilot)	46.05
15050 - Computer Based Training Specialist / Instructor	31.26
15060 - Educational Technologist	27.99
15070 - Flight Instructor (Pilot)	46.05
15080 - Graphic Artist	23.02
15090 - Technical Instructor	21.70
15095 - Technical Instructor/Course Developer	26.54
15110 - Test Proctor	17.31
15120 - Tutor	17.31
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.71
16030 - Counter Attendant	8.71
16040 - Dry Cleaner	11.10
16070 - Finisher, Flatwork, Machine	8.71
16090 - Presser, Hand	8.71
16110 - Presser, Machine, Drycleaning	8.71
16130 - Presser, Machine, Shirts	8.71
16160 - Presser, Machine, Wearing Apparel, Laundry	8.71
16190 - Sewing Machine Operator	11.90
16220 - Tailor	12.63
16250 - Washer, Machine	9.44
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.95
19040 - Tool And Die Maker	23.05
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.25
21030 - Material Coordinator	20.54
21040 - Material Expediter	20.54
21050 - Material Handling Laborer	12.65
21071 - Order Filler	13.21
21080 - Production Line Worker (Food Processing)	16.25
21110 - Shipping Packer	14.46
21130 - Shipping/Receiving Clerk	14.46
21140 - Store Worker I	9.96
21150 - Stock Clerk	14.35
21210 - Tools And Parts Attendant	16.99
21410 - Warehouse Specialist	16.25
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.35
23021 - Aircraft Mechanic I	22.24
23022 - Aircraft Mechanic II	23.35
23023 - Aircraft Mechanic III	24.52
23040 - Aircraft Mechanic Helper	15.10
23050 - Aircraft, Painter	21.29
23060 - Aircraft Servicer	17.82
23080 - Aircraft Worker	18.09
23110 - Appliance Mechanic	20.60
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	24.77
23130 - Carpenter, Maintenance	20.36
23140 - Carpet Layer	18.70
23160 - Electrician, Maintenance	24.85
23181 - Electronics Technician Maintenance I	21.36
23182 - Electronics Technician Maintenance II	22.80
23183 - Electronics Technician Maintenance III	24.02
23260 - Fabric Worker	17.90
23290 - Fire Alarm System Mechanic	21.46
23310 - Fire Extinguisher Repairer	16.50
23311 - Fuel Distribution System Mechanic	22.81

23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	19.01
23380 - Ground Support Equipment Mechanic	22.24
23381 - Ground Support Equipment Servicer	17.82
23382 - Ground Support Equipment Worker	18.09
23391 - Gunsmith I	16.50
23392 - Gunsmith II	19.18
23393 - Gunsmith III	21.46
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.99
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	
22.12	
23430 - Heavy Equipment Mechanic	21.46
23440 - Heavy Equipment Operator	21.46
23460 - Instrument Mechanic	21.46
23465 - Laboratory/Shelter Mechanic	20.36
23470 - Laborer	14.27
23510 - Locksmith	19.17
23530 - Machinery Maintenance Mechanic	21.46
23550 - Machinist, Maintenance	21.52
23580 - Maintenance Trades Helper	15.10
23591 - Metrology Technician I	21.46
23592 - Metrology Technician II	22.61
23593 - Metrology Technician III	23.72
23640 - Millwright	23.30
23710 - Office Appliance Repairer	20.36
23760 - Painter, Maintenance	20.36
23790 - Pipefitter, Maintenance	22.76
23810 - Plumber, Maintenance	20.99
23820 - Pneudraulic Systems Mechanic	21.46
23850 - Rigger	21.46
23870 - Scale Mechanic	19.18
23890 - Sheet-Metal Worker, Maintenance	21.46
23910 - Small Engine Mechanic	20.05
23931 - Telecommunications Mechanic I	24.43
23932 - Telecommunications Mechanic II	25.75
23950 - Telephone Lineman	22.21
23960 - Welder, Combination, Maintenance	21.46
23965 - Well Driller	21.46
23970 - Woodcraft Worker	21.46
23980 - Woodworker	16.50
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.58
24580 - Child Care Center Clerk	16.15
24610 - Chore Aide	9.58
24620 - Family Readiness And Support Services Coordinator	12.95
24630 - Homemaker	16.75
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.06
25040 - Sewage Plant Operator	20.08
25070 - Stationary Engineer	24.06
25190 - Ventilation Equipment Tender	16.76
25210 - Water Treatment Plant Operator	20.08
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.19
27007 - Baggage Inspector	11.51
27008 - Corrections Officer	18.75
27010 - Court Security Officer	21.42
27030 - Detection Dog Handler	16.67
27040 - Detention Officer	18.75
27070 - Firefighter	21.58
27101 - Guard I	11.51
27102 - Guard II	16.67

27131 - Police Officer I	23.94
27132 - Police Officer II	26.60
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.35
28042 - Carnival Equipment Repairer	13.30
28043 - Carnival Equipment Worker	8.40
28210 - Gate Attendant/Gate Tender	12.68
28310 - Lifeguard	11.29
28350 - Park Attendant (Aide)	14.18
28510 - Recreation Aide/Health Facility Attendant	10.35
28515 - Recreation Specialist	17.57
28630 - Sports Official	11.29
28690 - Swimming Pool Operator	15.32
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.55
29020 - Hatch Tender	20.55
29030 - Line Handler	20.55
29041 - Stevedore I	19.18
29042 - Stevedore II	21.64
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	33.82
30011 - Air Traffic Control Specialist, Station (HFO) (2)	23.32
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	25.68
30021 - Archeological Technician I	16.92
30022 - Archeological Technician II	18.85
30023 - Archeological Technician III	23.53
30030 - Cartographic Technician	24.62
30040 - Civil Engineering Technician	22.19
30061 - Drafter/CAD Operator I	17.77
30062 - Drafter/CAD Operator II	19.87
30063 - Drafter/CAD Operator III	22.15
30064 - Drafter/CAD Operator IV	25.66
30081 - Engineering Technician I	18.80
30082 - Engineering Technician II	21.11
30083 - Engineering Technician III	23.61
30084 - Engineering Technician IV	29.26
30085 - Engineering Technician V	35.26
30086 - Engineering Technician VI	43.30
30090 - Environmental Technician	21.22
30210 - Laboratory Technician	20.42
30240 - Mathematical Technician	24.62
30361 - Paralegal/Legal Assistant I	20.03
30362 - Paralegal/Legal Assistant II	24.82
30363 - Paralegal/Legal Assistant III	30.35
30364 - Paralegal/Legal Assistant IV	36.73
30390 - Photo-Optics Technician	24.62
30461 - Technical Writer I	20.25
30462 - Technical Writer II	24.77
30463 - Technical Writer III	29.97
30491 - Unexploded Ordnance (UXO) Technician I	21.49
30492 - Unexploded Ordnance (UXO) Technician II	26.00
30493 - Unexploded Ordnance (UXO) Technician III	31.17
30494 - Unexploded (UXO) Safety Escort	21.49
30495 - Unexploded (UXO) Sweep Personnel	21.49
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	20.13
30621 - Weather Observer, Senior (3)	21.80
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.90
31030 - Bus Driver	15.95
31043 - Driver Courier	12.71
31260 - Parking and Lot Attendant	8.67
31290 - Shuttle Bus Driver	13.89

31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	13.89
31362 - Truckdriver, Medium	17.09
31363 - Truckdriver, Heavy	18.40
31364 - Truckdriver, Tractor-Trailer	18.40
99000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	9.78
99095 - Embalmer	21.77
99251 - Laboratory Animal Caretaker I	10.47
99252 - Laboratory Animal Caretaker II	10.85
99310 - Mortician	27.25
99410 - Pest Controller	13.74
99510 - Photofinishing Worker	11.29
99710 - Recycling Laborer	14.50
99711 - Recycling Specialist	17.02
99730 - Refuse Collector	12.86
99810 - Sales Clerk	11.13
99820 - School Crossing Guard	11.37
99830 - Survey Party Chief	19.16
99831 - Surveying Aide	11.91
99832 - Surveying Technician	18.21
99840 - Vending Machine Attendant	11.46
99841 - Vending Machine Repairer	14.88
99842 - Vending Machine Repairer Helper	11.46

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.01 per hour or \$120.40 per week or \$521.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time

employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

Attachment D

Quality Assurance Surveillance Plan (QASP)

QUALITY ASSURANCE PLAN Guard Services

I. Objective:

The purpose of this plan is to provide a quality surveillance plan for security services performed at building 2596, 2593, and the Humphreys Engineer Center (HEC) installation 24 hours a day, 7 days a week, 365 days a year (24x7x365). This plan provides a basis for the Contracting Officer's Representative (COR) to evaluate the quality of the Contractor's performance. The oversight provided for in the contract and in this plan shall ensure service levels reach and maintain the required levels throughout the contract term. This plan shall provide the COR with a proactive way to avoid unacceptable or deficient performance, and provide verifiable input for the required annual past performance evaluations.

II. Performance Standards:

A. Frequency: The COR shall evaluate the current levels of performance according to the standards set forth in this contract (**EXHIBIT 1**). During performance of this contract, the COR shall take periodic measurements as specified and shall analyze whether negotiated frequency of measurement is appropriate for the work being performed.

B.. Management Responsiveness: The COR shall determine whether the Contractor has managed the contract effectively and efficiently with successful and timely response in screening and escorting visitors, monitoring surveillance equipment, etc

III. Evaluation Methods:

The COR shall conduct performance evaluations based on the required performance levels as set forth in the contract.

A. Service Level Monitoring: The Contractor shall provide sufficient qualified personnel to provide security services for the Building 2596, 2593, and the Humphreys Engineer Center (HEC) installation 24x7x365. Customer/visitor feedback shall be sought to ensure complaints, investigative reports, and responses to alarmed sites are resolved as quickly and efficiently as possible.

B. Certification: Prior to contract award, the Contractor shall provide the COR all certificates, medical evaluations, and other required permits for all individuals.

C. Visual Inspections: The COR shall conduct routine visual inspections (**EXHIBIT 1**) to ensure uniforms are worn properly, and routine checks to make sure firearms are returned to and inspected by the supervisor at the end of the day.

D. Safety Precautions: The Contractor shall provide the COR, safety procedures to ensure operations are performed in a safe manner. This includes methods that ensure continuous strict adherence to proper safety procedures, particularly firearms safety.

IV. Measures:**1. ENTRANCE CONTROL**

Performance Objective: The Contractor shall respond in a courteous and professional manner to information requests by anyone at all times. The Contractor shall verify identification of all persons entering the building 2596, Humphreys Engineer Center (HEC) parking lots and buildings. Through technical direction, the COR or the Alternate COR, may require the Contractor to inspect packages, handbags, vehicles, etc., to detect weapons, contraband and the like by use of Magnetometers, X-Ray and/or hand wands.

Performance measures:

- a. Respond to information requests immediately.
- b. Review of identification is timely accurate and complete.
- c. The officer shall submit a daily report to the supervisor, reporting any entrance violations.

2. FIXED POSTS

Performance Objective: The Contractor shall cover fixed posts, stationary positions at the entrances to a building or at other designated areas as directed by the COR to ensure only authorized access. The Contractor shall monitor closed-circuit televisions and alarm monitoring equipment or other such equipment in order to dispatch guards promptly to respond to emergency situations.

Performance measures:

- a. Fixed posts shall be manned at all times.
- b. Notice is given immediately to the Supervisor of all incidents.
- c. The officer shall submit a written incident report to the Supervisor within a two-hour timeframe.
- d. All written incident reports must be clear, accurate and complete.

3. ROVING PATROL

Performance Objective: The Contractor shall assign Roving Patrol Guards in accordance with routes and schedules established in the Post Orders. Procedures for Roving Patrol Guards shall include, but are not limited to the following:

- a. Hazardous Conditions: Report, in written format, daily, in accordance with procedures in the Officer Duty Book any hazardous or potentially hazardous conditions and items in need of repair, including but not limited to; inoperative lights, emergency equipment (strobos/horns) not operating properly, leaky faucets, toilet stoppages, broken or slippery floor surfaces, etc.
- b. Additional Duties may include: Turning off unnecessary lights, securing empty offices, opening and closing (secure) doors, windows and gates, etc.

Performance measure:

The guard shall immediately report to the Supervisor any deficient areas throughout the building. A report shall be submitted daily to the Supervisor, by the end of the guard shift, report is accurate, complete and is timely.

4. INJURIES AND ILLNESSES

Performance Objective: The Contractor shall obtain medical assistance when necessary in the event of injury or illness to anyone in building 2596, 2593, and the Humphreys Engineer Center (HEC) installation protected space or on government delegated grounds, in accordance with the Officers' Duty Book. The Contractor shall escort medical personnel to the scene and control the scene so medical personnel can perform duties unhindered.

Performance measures:

- a. The guard shall report immediately to the Supervisor all incidents.
- b. The guard shall prepare a report 2-hours after reporting the incident.
- c. A report shall be submitted to the Supervisor by the end of the guard shift, report is accurate and complete.

5. PERSONAL ESCORT DUTIES:

Performance Objective: The Contractor shall provide a personal escort for designated personnel, when the COR or duly authorized representative gives direction, to deter threats to the personal safety of these individuals.

Performance measures:

- a. The Contractor shall log in all escorted personnel and their destination, prior to beginning the escort and log out the escorted personnel upon exiting the property.
- b. A daily report is submitted to the Supervisor, by the end of the guard shift of all escorted parties, report is complete and accurate.

6. BUILDING RULES AND REGULATIONS:

Performance Objective: The Contractor shall monitor building occupants and visitors' behavior to ensure compliance with posted building rules and regulations.

Performance measures:

- a. Notifications of building rule violations are made immediately to the Supervisor.
- b. Verbal notification is made immediately to the COR.
- c. A written report is submitted to the COR, through the Supervisor, by close of business the next business day, report is complete and accurate.

7. LAW AND ORDER

Performance Objective: The Contractor shall enforce law and order in accordance with the contract and building regulations. In performance of the prescribed physical security duties, the Contractor shall be responsible for the detection and reporting of any person or persons attempting to gain unauthorized access to building 2596, 2593, and the Humphreys Engineer Center (HEC) installation.

Performance measures:

- a. Notification is made immediately to the Supervisor when and unauthorized attempt to access space occurs.
- b. Incident reports are submitted to the Supervisor within 2 hours of the incident, report is complete and accurate.

8. EMERGENCY/SPECIAL KEYS:

Performance Objective: The Contractor shall have control and storage of Emergency/Special Keys issued by the COR. The Contractor shall receive, issue, and account for all emergency/special keys to various offices, gates, perimeter doors to IRS protected space.

Performance measures:

- a. A daily report is submitted to the Supervisor, specifying all keys issued and to whom and forwarded by close of business to the COR.
- b. Contractor shall complete Key Usage Accountability Form accurately.

9. SECURITY AND FIRE SYSTEMS:

Performance Objective: The Contractor shall monitor the fire alarm enunciator panels and intrusion detection systems and other protection devices or building equipment, responding to all emergency alarms.

Performance measures:

- a. Report immediately to the Supervisor all security and fire systems incidents.
- b. Reports are submitted at the end of shift to the Supervisor of security and fire incidents and forwarded to the COR by close of business, reports are complete and accurate.

10. LOST AND FOUND:

Performance Objective: When the Contractor receives notification of a found item, the Contractor shall make a receipt for the item, store and notify the COR of the found item(s).

Performance measures:

- a. The officer shall immediately log in the item upon possession.
- b. A report is submitted to the Supervisor, by the end of the guard shift, outlining the description of the item, post location, report is complete, accurate and timely.

11. FLYING FLAGS:

Performance Objective: The Contractor shall fly the United States flag in locations directed by the COR (which includes taking the flags down at sunset and putting them up at sunrise). Frayed and worn flags shall be reported to the COR, for replacement by the Agency.

Performance measures:

- a. Flags shall be raised and lowered, in accordance with the terms of the contract.
- b. The guard shall immediately report frayed and worn flags to the Supervisor.
- c. A report of frayed and worn flags is submitted to the Supervisor by the end of the guard shift, report is complete, accurate and timely.

12. CIVIL DISTURBANCES/CRIMINAL ACTS:

Performance Objective: The Contractor shall perform other security functions, as may be necessary, in the event of situations or occurrences such as civil disturbances or attempts to commit other criminal acts adversely affecting the security and/or safety of the Government, its employees, property, and the general public lawfully in the Government-delegated buildings.

Performance measures:

- a. Immediately report all disturbances to the Supervisor.
- b. A report shall be submitted to the Supervisor two hours after the disturbance, report shall include events, locations and any other pertinent information. Report is complete, accurate and timely.

13. EMERGENCIES

Performance Objective: In case of an emergency situation, the Supervisor has the right to direct the activities of the guard force in order to coordinate the timely response to the emergency. All such direction shall be issued through the COR. Examples of emergencies include; such things as bomb threats, hazmat situations, fire, imminent or the potential for imminent personal danger to Government/IRS employees, visitors, etc.

- a. Preferred Response - The Supervisor and officers on roving patrol shall be used to respond to emergencies before using officers at fixed posts. Emergency response shall not extend beyond four (4) hours without oral or written authorization from the Contracting Officer.
- b. Notifications - The Supervisor shall immediately notify the COR or Alternate COR of action(s) taken during normal business hours, i.e., emergency situations such as hazmat reports, fire, injuries, thefts, etc.
- c. No additional costs shall be charged to the Government for the diversion of manpower and the Contractor shall not be penalized for the normal daily work not performed, which was otherwise scheduled, during the authorized diversion. A record of the diversion, with explanation, shall be prepared and forwarded to the COR the next duty day.

Performance measures:

- a. Immediately report emergency situations to the Supervisor.
- b. Immediately notify the COR of the situation and action taken.
- c. Emergency procedures are followed in accordance with the terms of the contract.
- d. Within 2 hours of the emergency, a report is submitted to the Supervisor, who includes a report of diversions with an explanation, report is complete, accurate and timely.

14. INCIDENT REPORTS

Performance Objective: The Contractor shall prepare all necessary reports concerning accidents, hazmat situations, fires, bomb threats, unusual incidents, or unlawful acts for submission to the COR, or Alternate COR. Such incidents shall be entered in the Officer's duty log and an Incident Report prepared. All such reports shall be recorded on forms furnished by the Government, and shall be completed prior to the officer leaving the building. All officers who respond shall prepare separate reports giving their knowledge of the incident. For most instances, two or more officers shall prepare reports on the same incident. The Supervisor shall review all reports and prepare a summary of the total response to an incident within twenty-four hours.

Performance measures:

- a. Incident reports are submitted to the Supervisor within 2 hours of incident, report is complete, accurate, and timely.

15. PROPERTY MOVEMENT CONTROL

Performance Objectives: The Contractor shall receive and account for property passes from persons removing property from the building 2595, 2593, and any other buildings

on the Humphreys Engineer Center (HEC) installation. Verify information on the property pass in accordance with rules and regulations.

Performance measures:

- a. The Contractor shall record all property passes received.
- b. A report is submitted weekly to the Supervisor of property passes received, report is accurate, complete and timely.

16. TRAINING

Performance Objective: The Contractor is responsible for ensuring all contract employees receive and successfully complete all required training prior to starting work on the contract. The training requirements are specified under **EXHIBITS 2, 3, 4, 5, 6.**

Performance measures:

- a. Training is conducted timely.
- b. Training Schedule is in accordance with contract requirements;

1. The Training Schedule, **EXHIBIT 4**, shall be prepared by the Contractor and submitted to the Contracting Officer's Representative, within ten (10) days after receipt of the contract award notice, for approval and coordination. The Government reserves the right to modify, and/or revise the Training Schedule, as deemed necessary for the integration and scheduling of Government provided training (the Contractor should not submit any additional costs for revisions or amendments, unless such revisions or amendments result in an increase to required training hours or otherwise affect the cost of providing the required training). The Contractor shall follow the format of **EXHIBIT 4**; Training Schedule, in preparing and reporting scheduled training.

c. Instructor Qualifications

The Contractor shall provide the instructor for all formal (off-site) training. The instructor is to be certified to instruct or teach the specific subject or topic required. Documentation of certification to instruct the specific subject shall be in the form of a certificate issued by an accredited institution of learning (school, college, university, etc.), a government (Federal, State, County, etc.) educational certification body (agency board, commission, etc.) or by documentation that the person instructing has sufficient experience in/with the subject to be able to instruct the subject in an authoritative, practical and current manner.

Such certification (documentation) shall be current (by date) and shall meet the approval of the Contracting Officer's Technical Representative. Copies of the instructor's certifications and documentation shall be submitted to the Contracting Officer's Technical Representative prior to instruction/training class. A qualified shift supervisor shall provide all on-the-job training and documentation of such training shall be provided to the Contracting Officer's Technical Representative.

d. Firearm Instruction and Qualification

The Contractor shall provide instruction in the nomenclature, functions, and proper and safe use of the firearm, and shall qualify each prospective guard by the anniversary of their original enter on duty date for this contract with the issued firearm. The criteria and standards set forth in **EXHIBIT 3**, Description of Training to be provided by the Contractor, and **EXHIBIT 4**, Requirement of Federal Law Enforcement Training Center Practical Pistol Course, shall be used. All instructors and qualifying officials are subject to the approval of the Contracting Officer's Representative. Written certification of each

prospective employee's firearm qualifications shall be submitted to the COR prior to the employee's entry to duty.

e. Orientation

The Contractor shall provide orientation for each employee within fourteen calendar (14) days of his or her initial assignment to duty. This orientation may be accomplished while the guards are on duty. The Contractor shall certify, in writing, to the Contracting Officer's Representative as to the completion of orientation for each guard. The orientation shall include the following exposure(s) and augmenting instruction:

- (1) Facility organization and operations, (one (1) hour)
- (2) Policy and specific procedures for responding to emergencies, bomb threats, incendiary devices, disasters, etc., (one (1) hour)
- (3) Locations, procedures for and operation of fire alarms, sprinkler valves, and fire fighting equipment (one (1) hour)
- (4) Procedures for the operation of security systems (one (1) hour)
- (5) Access, Controls, including one-on-one, On-The-Job Training (OJT) assignment(s) to gate(s) and doors (four (4) hours)
- (6) Post Orders and operations, (four (4) hours).

f. Evaluation of Training

The Contracting Officer's Technical Representative shall evaluate the quality and completeness of training provided all contract personnel. Evaluations shall include reviews of techniques and methods of instruction, motivation, adequacy of classroom and supportive adjunct training materials and individual guards retentiveness.

When deemed appropriate, the Contracting Officer or the COR may request that alterations, changes, or modifications are made in the Contractor's training plans, program, schedule, and/or instructor cadre.

1. Waivers

The COR may waive a portion of or all of the training requirements for the following circumstances:

- (1) When an unusual, immediate, or coupling situation exists.
- (2) When the contract is amended to increase, within fourteen (14) days of notification, the amount of required man-hours.

EXHIBIT 1		
CONTRACT GUARD INSPECTION REPORT		
DATE:	INSPECTION TIMES	
	BEGIN:	END:
CONTRACTOR:	CONTRACT #:	INSPECTION REPORT #

INSTRUCTIONS: Check the appropriate block. Make comments only on the items checked "N".

P O S T I N S P E C T E D

POST #	SHIFT SUPERVISOR	KINGMAN POST GUARD	MAIN GATE	EXTERIOR/INTERIOR OR PATROL	POST INSPECTED BLDG 2596						
1. Was post staffed as required?											
2. Was Security Guard alert?											
3. Was Security guard in full uniform and did he/she present a neat appearance?											
4. Was Security Guard observed, adequately performing post duties?											
5. Were all required Incident Reports prepared and forwarded timely/accurate?											
6. Did Security Guard have a valid Gun Permit?											
7. Are weapons properly stored/or worn?											
8. Did supervisory contract personnel properly inspect all guards/posts?											

MISCELLANEOUS CONTRACT REQUIREMENTS/INSPECTION

	YES	NO
1. Are all keys accounted for and use documented?		
2. Are procedures for documentation of events (hazardous conditions due to weather or faulty equipment) being followed?		
3. Are Lost & Found procedures followed?		
4. Property pass procedures followed?		
5. Is the Flag properly displayed?		

COMMENTS:

COR's Signature & Date:

Contractor's Representative Signature & Date:

LEGEND:

N/I = NOT INSPECTED

Y = YES

N = NO

N/A = NOT APPLICABLE

EXHIBIT 2

DESCRIPTION OF TRAINING TO BE PROVIDED BY THE GOVERNMENT		
SUBJECT	HOURS	DESCRIPTION
Organization and Mission	1	Key functions and personnel of

Introduction to the floor plan and organization of the facility		the facility
Authority, Duties and Function of a Security Officer Authority and jurisdiction including search and seizure, and citizen's arrest	2	The role of the Security Officer in protection of the facility
Access Control/ID Media to Public Buildings and Grounds	2	Various ID media used and the methods of control. Access control procedures and forms processing.
Disclosure Laws	1	Disclosure "need to know" laws and sanctions
Employee and Public Relations	1	The importance of good relationships with employees and public
Response to Emergencies	2	The Occupant Emergency Plan and supplemental directives dealing with evaluation of the building.

EXHIBIT 3

DESCRIPTION OF TRAINING TO BE PROVIDED BY THE CONTRACTOR		
SUBJECT	HOURS	DESCRIPTION
Emergency Medical Assistance	8 Annually	(To be presented by an American Red Cross Certified instructor). Immediate actions to control external bleeding; recognition of (an first aid procedures for) convulsions, epilepsy, stroke, heart attack, heat prostration and other disorders; identify and take action to prevent shock.
		Victim comfort while awaiting professional assistance.
Cardiopulmonary Resuscitation	8 Annually	(To be presented by an American Red Cross certified instructor.) ABC's of life support
		Practical application CPR and the HEIMLICH method.
Firearm Instruction	3 Annually	Nomenclature and operation of issued weapon. (Exclude Pistol) Qualification which discuss safety and control, and policy restraints. Shall review marksmanship grip, stance and position (strong and weak hand).
		Sight alignment and control.
Elements of Security Systems	2 (Additional as needed)	Basic elements of a security system.
		Purpose and characteristics of barrier, intrusion detection, fire, life, safety and industrial supervision devices.
		CCTV as an integral part Of security system.
Patrol Method	2 (Additional as needed)	Patrol theories and applications.
		Recognition of patrol hazards.
Response to Crimes in Progress	2 (Additional as needed)	Caution to be exercised when coming upon a crime in process of being committed.
		The element of surprise and the possibilities of encountering a crime in progress.
		Types of crime.
Report Writing	2 (Additional as needed)	Various Contractor and Government agency forms, reports and logs used by the Security force and procedures for there completion.
		Form and content of a security report ("Who-What-When-Why-Where?")
Communications	1 (Additional as needed)	Phonetic alphabet, include time reporting and "10" code.
Traffic Control (Contingent on need) (May be substituted for)	2 (Additional as needed)	Objectives and methods of vehicular and pedestrian traffic control. The basic arm and hand signals.
TOTAL <u>30</u>		

EXHIBIT 4

TRAINING SCHEDULE AND PLAN	
In addition to listing specific and other related information as shown below, attach a resume of each instructor. This format shall be used for all training: initial and on-the-job.	
DATE:	
TIME:	
SUBJECT:	
NAME OF TRAINING FACILITY:	
ADDRESS:	
DAY:	
MONTH:	
FROM:	TO:
DESCRIBE SUBJECT-USE SHORT PARAGRAPH:	
INSTRUCTORS:	
FACILITY:	
ADDRESS:	
REMARKS:	

EXHIBIT 5

REPORT OF TRAINING COMPLETION		
NAME OF EMPLOYEE:		
DATE:		
The above named employee has completed training in the following subjects:		
SUBJECT	COMPLETION DATE	COURSE HOURS
CONTRACTOR'S PRINTED NAME:		
CONTRACTOR'S SIGNATURE:		

EXHIBIT 6

REQUEST FOR WAIVER OF TRAINING
NAME OF EMPLOYEE:
DATE OF REQUEST:
SUBJECT TO BE WAIVED:
(List subjects for whom a waiver is requested)
DESCRIBE SUPPORTING DOCUMENTS:
(Make reference to supporting document by subject. The Contracting Officer must attach supporting documents for review.)
CONTRACTOR'S PRINTED NAME:
CONTRACTOR'S SIGNATURE: